

Exhibit C
Asset Purchase Agreement
Schedules 1(a) - 1(c)

ASSET PURCHASE AGREEMENT
BY AND BETWEEN **SYNERGY UTILITIES, LP**, KEITH PARNELL,
AND **SOUTH CAROLINA WATER UTILITIES, INC. ("BUYER")** AND DATED MARCH 31, 2021

Schedule 1(a)

Assets, Real Property and Excluded Assets

Assets – See Attached

Real Property- See Attached

Excluded Assets

1. Cash of Synergy Utilities, LP
2. Accounts Receivable of Synergy Utilities, LP
3. Claims represented by Judgments for unpaid receivables
4. Claims represented by Judgments for maintenance work caused by third party negligence
5. Kobelco Excavator
6. Cat Backhoe

7. All of Keith Parnell's real and personal property *other than his personal goodwill associated with the System (as defined)* being sold pursuant to the Asset Purchase Agreement

[illegible]

[illegible]

[illegible]

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) LIMITED WARRANTY
) DEED OF REAL PROPERTY

THIS DEED, executed as of the 5 day of July, 2017 by BUSH RIVER UTILITIES, INC., a South Carolina corporation (hereinafter referred to as "Grantor"), to SYNERGY UTILITIES, LP, a South Carolina Limited Partnership (hereinafter referred to as "Grantee"), whose mailing address is: Post Office Box 887, Lexington, South Carolina 29071.

WITNESSETH:

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, Grantor has granted, bargained, sold and released, and by this Deed grants, bargains, sells and releases to Grantee, its successors and assigns, the following real property:

SEE EXHIBIT A.

THIS conveyance is made subject to all covenants, restrictions, easements, rights-of-way, and other matters of record, and such matters as would be shown by a current plat and an inspection, affecting the within-described property.

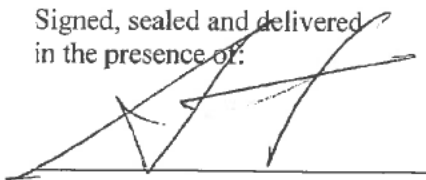
TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Grantee its successors and assigns forever.

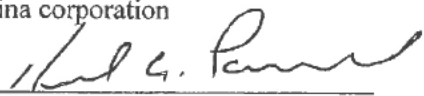
Grantor covenants to warrant and forever defend all and singular said property unto Grantee, its successors and assigns, from and against Grantor, its successors and no further.

IN WITNESS WHEREOF, Grantor has caused this Deed of Real Property to be executed as of the day and year first above written.

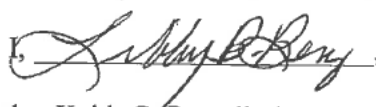
Signed, sealed and delivered
in the presence of:


Libby B. Berry

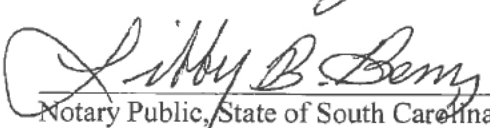
BUSH RIVER UTILITIES, INC., a South
Carolina corporation

By: 
Keith G. Parnell
Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

, Notary Public for the State of South Carolina, do hereby
certify that Keith G. Parnell, the President of BUSH RIVER UTILITIES, INC., a South Carolina
corporation, personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

Sworn to and subscribed before me this 5 day of July, 2017.

 (L.S.)
Notary Public, State of South Carolina

My Commission Expires: 3-12-19

EXHIBIT A

Parcel R/L-7

PARCEL ONE:

ALL that certain piece, parcel, or tract of land with improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, bounded on the North, East, and West by lands of South Carolina Electric & Gas Company, on the South by the banks of the Saluda River, and being more particularly shown and delineated on a plat recorded in the Office of the Clerk of Court for Lexington County in Plat Book 87-G, Page 05, and being described as follows:

BEGINNING at an iron pipe on the banks of the Saluda River, where the river intersects the old property line between lands formerly of Mrs. Marie Trapp and lands formerly of P.M. Wilson, thence leaving the banks of the river and running N 11 degrees 15 minutes E for a distance of 330.0 feet, more or less, to an iron pipe, thence S 70 degrees 45 minutes E for a distance of 425.0 feet, more or less, to an iron pipe, thence S 11 degrees 15 minutes W for a distance of 285.0 feet, more or less, to an iron pipe on the banks of the Saluda River, thence running along the banks of the river for a distance of 440.0 feet, more or less, to the point of beginning.

Containing 3.00 acres, more or less, and being the same tract of land conveyed to the Grantor herein by Carl Joe Taylor under deed dated May 24, 1974 and recorded in the RMC Office for Lexington County in Deed Book 24-Q at Page 546 on May 24, 1974.

PARCEL TWO:

A 25-foot easement situate, lying and being in the County of Lexington, State of South Carolina, for sanitary sewer and service road running from the aforescribed parcel to the right of way of the C.N.&L. Railroad for a distance of approximately 711.0 feet, more or less, as shown on the aforementioned Plat, and conveyed to the Grantor herein by Carl Joe Taylor in the aforementioned deed.

PARCEL THREE:

A perpetual twenty (20') foot wide easement for sanitary power purposes in, to, and over all that certain piece, parcel or lot of land situate, lying and being in the County of Richland, State of South Carolina, shown as proposed utility easement on plat of proposed sewer line with Ten (10') foot utility easement for Gulf Oil Corporation and Valley Forge Corporation, made by Arthur H Keels, R.L.S., dated July 5, 1972, recorded in the Office of the Clerk of Court for Richland County in Plat Book _____ at Page _____ said easement entering property of the grantor herein from its eastern boundary with property of Gulf Oil Corporation the center line of said easement being approximately twenty-four (24') feet south of Bush River Road and running in a westerly direction to a point; thence turning and running, in a southerly direction for a distance of One Hundred Seventy-Five (175') feet to a point; thence turning and running in a westerly direction to grantor's western boundary line, all of which is more fully shown on said plat, reference to which

is hereby craved for a more particular and accurate description. Also granted herewith is the right of ingress and egress at all times for the purpose of operating, repairing, and maintaining the aforesaid sewer line.

This being the identical easement heretofore conveyed to Grantor by deed of Carl Joe Taylor dated May 24, 1974 and recorded May 30, 1974 in the RMC Office of Lexington County, State of South Carolina in Deed book 24-Q at Page 546.

PARCEL FOUR:

A perpetual twenty (20') foot wide easement for sanitary sewer purposes in, to, and over all that certain piece, parcel, or lot of land situate, lying and being in the County of Richland, State of South Carolina, shown as proposed utility easement on plat of proposed sewer line with Ten (10') foot utility easement for Gulf Oil Corporation and Valley Forge Corporation, made by Arthur H. Keels, R.L.S., dated July 5, 1972, recorded in the Office of the Clerk of Court for Richland County in Plat Book ____ Page ____ said easement entering property of the grantor herein from its eastern boundary with property of Gulf Oil Corporation the center line of said easement being approximately twenty-four (24') feet south of Bush River Road and running in a westerly direction to a point; thence turning and running in a southerly direction for a distance of one hundred seventy-five (175') feet to a point; thence turning and running in a westerly direction to grantor's western boundary line, all of which is more fully shown on said plat, reference to which is hereby craved for a more particular and accurate description.

Also granted herewith is the right of ingress and egress at all times for the purpose of operating, repairing, and maintaining the aforesaid sewer line.

This being the identical easement heretofore conveyed to Grantor by deed of Carl Joe Taylor dated May 24, 1974, and recorded in the Office of the Clerk of Court for Richland County in Deed Book D317 at Page 629.

PARCEL FIVE:

A permanent easement and right of way described as follows:

All that certain parcel or strip of land situate, lying and being in the County of Richland, State of South Carolina, ten feet (10') in width, commencing at a point on the Northeastern corner of the seventeen (17) acre tract of land of Aline N. Zimmerman; said corner being located on the Southern side of Bush River Road and extending along the Eastern side of said seventeen (17) acre tract of land of Aline N. Zimmerman to the right-of-way of the C. N. & L. Railroad, said ten (10') foot strip of land being located entirely on lands of Aline N. Zimmerman as shown by plat of same prepared for David Baker and Lee J. Baker by B. P. Barber and Associates, Inc., Engineers, January 26, 1965, and recorded in the office of the Clerk of Court for Richland County in Plat Book X at Page 132.

STATE OF SOUTH CAROLINA)
COUNTY OF Lexington)

AFFIDAVIT

Page 1 of 2

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at _____
bearing Lexington County Tax Map Number 006500-05-068, was transferred
by Bush River Utilities, Inc. to
Synergy Utilities, LP on July 5, 2017.

3. Check one of the following: The deed is

- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money=s worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) XX _____ exempt from the deed recording fee because (See Information section of affidavit): Exemption No. 8

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of _____
- (b) _____ The fee is computed on the fair market value of the realty which is _____
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A Yes, @ the amount of the outstanding balance of this lien or encumbrance is: _____

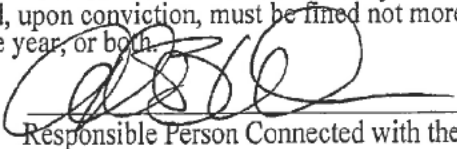
6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: _____
- (b) Place the amount listed in item 5 above here: _____
- (If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: _____

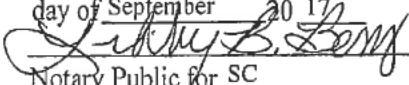
8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

SWORN to before me this 22nd
day of September 20 17

Allen B. Wise
Print or Type Name Here


Notary Public for SC

My Commission Expires: 3-12-19

INFORMATION

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, a value means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A family partnership is a partnership whose partners are all members of the same family. A family trust is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. A family means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

Book 2246-1476
 2017071366 09/25/2017 15:16:50:740
 Fee: \$11.00 County Tax: \$0.00 Warranty Deed
 State Tax: \$0.00
 2017071366 John T. Hopkins II Richland County R.O.D.

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

) LIMITED WARRANTY
) DEED OF REAL PROPERTY

THIS DEED, executed as of the 5 day of July, 2017 by BUSH RIVER UTILITIES, INC., a South Carolina corporation (hereinafter referred to as "Grantor"), to SYNERGY UTILITIES, LP, a South Carolina Limited Partnership (hereinafter referred to as "Grantee"), whose mailing address is: Post Office Box 887, Lexington, South Carolina 29071.

WITNESSETH:

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, Grantor has granted, bargained, sold and released, and by this Deed grants, bargains, sells and releases to Grantee, its successors and assigns, the following real property:

SEE EXHIBIT A.

THIS conveyance is made subject to all covenants, restrictions, easements, rights-of-way, and other matters of record, and such matters as would be shown by a current plat and an inspection, affecting the within-described property.

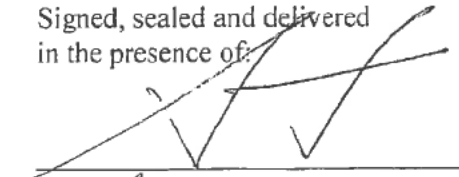
TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Grantee its successors and assigns forever.

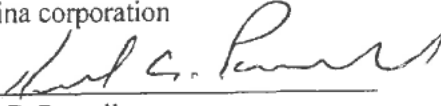
Grantor covenants to warrant and forever defend all and singular said property unto Grantee, its successors and assigns, from and against Grantor, its successors and no further.

IN WITNESS WHEREOF, Grantor has caused this Deed of Real Property to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

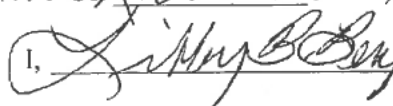

Libby B. Berry

BUSH RIVER UTILITIES, INC., a South
Carolina corporation

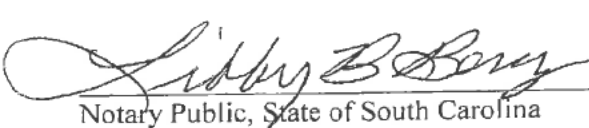
By: 
Keith G. Parnell
Its: President

STATE OF SOUTH CAROLINA)

COUNTY OF Richland)

I,  Notary Public for the State of South Carolina, do hereby
certify that Keith G. Parnell, the President of BUSH RIVER UTILITIES, INC., a South Carolina
corporation, personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

Sworn to and subscribed before me this 5 day of July, 2017.

 (L.S.)
Notary Public, State of South Carolina

My Commission Expires: 3-12-19

EXHIBIT A**Parcel R/L-7****PARCEL ONE:**

ALL that certain piece, parcel, or tract of land with improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, bounded on the North, East, and West by lands of South Carolina Electric & Gas Company, on the South by the banks of the Saluda River, and being more particularly shown and delineated on a plat recorded in the Office of the Clerk of Court for Lexington County in Plat Book 87-G, Page 05, and being described as follows:

BEGINNING at an iron pipe on the banks of the Saluda River, where the river intersects the old property line between lands formerly of Mrs. Marie Trapp and lands formerly of P.M. Wilson, thence leaving the banks of the river and running N 11 degrees 15 minutes E for a distance of 330.0 feet, more or less, to an iron pipe, thence S 70 degrees 45 minutes E for a distance of 425.0 feet, more or less, to an iron pipe, thence S 11 degrees 15 minutes W for a distance of 285.0 feet, more or less, to an iron pipe on the banks of the Saluda River, thence running along the banks of the river for a distance of 440.0 feet, more or less, to the point of beginning.

Containing 3.00 acres, more or less, and being the same tract of land conveyed to the Grantor herein by Carl Joe Taylor under deed dated May 24, 1974 and recorded in the RMC Office for Lexington County in Deed Book 24-Q at Page 546 on May 24, 1974.

PARCEL TWO:

A 25-foot easement situate, lying and being in the County of Lexington, State of South Carolina, for sanitary sewer and service road running from the aforescribed parcel to the right of way of the C.N.&L. Railroad for a distance of approximately 711.0 feet, more or less, as shown on the aforementioned Plat, and conveyed to the Grantor herein by Carl Joe Taylor in the aforementioned deed.

PARCEL THREE:

A perpetual twenty (20') foot wide easement for sanitary power purposes in, to, and over all that certain piece, parcel or lot of land situate, lying and being in the County of Richland, State of South Carolina, shown as proposed utility easement on plat of proposed sewer line with Ten (10') foot utility easement for Gulf Oil Corporation and Valley Forge Corporation, made by Arthur H Keels, R.L.S., dated July 5, 1972, recorded in the Office of the Clerk of Court for Richland County in Plat Book _____ at Page _____ said easement entering property of the grantor herein from its eastern boundary with property of Gulf Oil Corporation the center line of said easement being approximately twenty-four (24') feet south of Bush River Road and running in a westerly direction to a point; thence turning and running, in a southerly direction for a distance of One Hundred Seventy-Five (175') feet to a point; thence turning and running in a westerly direction to grantor's western boundary line, all of which is more fully shown on said plat, reference to which

is hereby craved for a more particular and accurate description. Also granted herewith is the right of ingress and egress at all times for the purpose of operating, repairing, and maintaining the aforesaid sewer line.

This being the identical easement heretofore conveyed to Grantor by deed of Carl Joe Taylor dated May 24, 1974 and recorded May 30, 1974 in the RMC Office of Lexington County, State of South Carolina in Deed book 24-Q at Page 546.

PARCEL FOUR:

A perpetual twenty (20') foot wide easement for sanitary sewer purposes in, to, and over all that certain piece, parcel, or lot of land situate, lying and being in the County of Richland, State of South Carolina, shown as proposed utility easement on plat of proposed sewer line with Ten (10') foot utility easement for Gulf Oil Corporation and Valley Forge Corporation, made by Arthur H. Keels, R.L.S., dated July 5, 1972, recorded in the Office of the Clerk of Court for Richland County in Plat Book ____ Page ____ said easement entering property of the grantor herein from its eastern boundary with property of Gulf Oil Corporation the center line of said easement being approximately twenty-four (24') feet south of Bush River Road and running in a westerly direction to a point; thence turning and running in a southerly direction for a distance of one hundred seventy-five (175') feet to a point; thence turning and running in a westerly direction to grantor's western boundary line, all of which is more fully shown on said plat, reference to which is hereby craved for a more particular and accurate description.

Also granted herewith is the right of ingress and egress at all times for the purpose of operating, repairing, and maintaining the aforesaid sewer line.

This being the identical easement heretofore conveyed to Grantor by deed of Carl Joe Taylor dated May 24, 1974, and recorded in the Office of the Clerk of Court for Richland County in Deed Book D317 at Page 629.

PARCEL FIVE:

A permanent easement and right of way described as follows:

All that certain parcel or strip of land situate, lying and being in the County of Richland, State of South Carolina, ten feet (10') in width, commencing at a point on the Northeastern corner of the seventeen (17) acre tract of land of Aline N. Zimmerman; said corner being located on the Southern side of Bush River Road and extending along the Eastern side of said seventeen (17) acre tract of land of Aline N. Zimmerman to the right-of-way of the C. N. & L. Railroad, said ten (10') foot strip of land being located entirely on lands of Aline N. Zimmerman as shown by plat of same prepared for David Baker and Lee J. Baker by B. P. Barber and Associates, Inc., Engineers, January 26, 1965, and recorded in the office of the Clerk of Court for Richland County in Plat Book X at Page 132.

Said right-of-way follows a course as shown on plats prepared for David Baker and Lee J. Baker by B. P. Barber and Associates, Licensed Engineers, dated January 26, 1965, and recorded in the office of the Clerk of Court for Richland County in Plat Book X at Page 132.

PARCEL SIX:

A permanent easement and right of way over land situate, lying and being in the County of Richland, State of South Carolina, described as follows: Beginning at the Northwest corner of Grantor property; thence South Three (3) degrees 35 minutes East along the West line of Grantor's property a distance of Twelve (12) feet, more or less; thence South 83 degrees 20 minutes East a distance of seventy-nine (79') feet, more or less; thence Northwardly a distance of Five (5') feet, more or less, to a point on the South right-of-way line of Bush River Road; thence North seventy-nine (79) degrees two (2) minutes West along the South right-of-way line of Bush River Road a distance of Seventy-Eight and 87/100 (78.87) feet to a point of beginning.

This being a portion of the property heretofore conveyed to Bush River Utilities, Inc. by deed of First Piedmont Mortgage Company, Inc. dated June 11, 1976 and recorded in the office of the Register of Deeds for Lexington County in Deed Book 140 at page 345 on July 1, 1976.

Also included in the above description is the following described tract of land:

All that certain piece, parcel, or tract of land with the improvements thereon, situate, lying and being in County of Lexington, State of South Carolina and being shown in delineated as 3.00 acres upon plat prepared for Midlands Utilities, Inc. by Carolina Surveying Services, Inc. dated November 2, 2003 and recorded in the office of the Register of Deeds for Lexington County in Plat Book 8933 at page 207.

Be all measurements a little more or less. Reference to said plat being craved for a more complete and accurate description.

This being a portion of the property heretofore conveyed to Bush River Utilities, Inc. by deed of First Piedmont Mortgage Company, Inc. dated June 11, 1976 and recorded in the office of the Register of Deeds for Lexington County in Deed Book 140 at page 345 on July 1, 1976.

Parcel Taxed as Lexington County Tax Parcel 003697.09-003

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

AFFIDAVIT

Page 1 of 2

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at Bush River Road
bearing Richland County Tax Map Number _____, was transferred
by Bush River Utilities, Inc. to
Synergy Utilities, LP on July 5, 2017

3. Check one of the following: The deed is

- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) XX _____ exempt from the deed recording fee because (See Information section of affidavit): Exemption No. 8

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
- (b) _____ The fee is computed on the fair market value of the realty which is _____
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A Yes, @ the amount of the outstanding balance of this lien or encumbrance is: _____

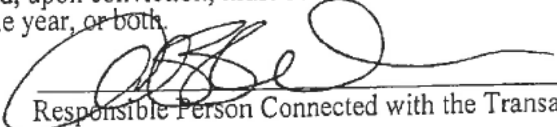
6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: _____
- (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: _____

8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: attorney

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

SWORN to before me this 22nd
day of September 2017

Allen B. Wise
Print or Type Name Here


Notary Public for
My Commission Expires: 3-12-19

INFORMATION

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. @ Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, Avalue@ means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A family partnership@ is a partnership whose partners are all members of the same family. A family trust@ is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. A family@ means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity@ means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed--pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S. C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

201700002413 EXEMPT
 Filed for Record in
 FAIRFIELD SC
 JUDY M BONDS
 09-27-2017 At 10:33:37 am.
 DEED 10.00
 State .00
 County .00
 Book 1295 Page 96 - 100

STATE OF SOUTH CAROLINA)
)
 COUNTY OF FAIRFIELD) LIMITED WARRANTY
 DEED OF REAL PROPERTY

THIS DEED, executed as of the 5 day of July, 2017 by
 MIDLANDS UTILITY, INC., a/k/a MIDLAND UTILITY, INC., a South Carolina corporation
 (hereinafter referred to as "Grantor"), to SYNERGY UTILITIES, LP, a South Carolina Limited
 Partnership (hereinafter referred to as "Grantee"), whose mailing address is: Post Office Box 887,
 Lexington, South Carolina 29071.

WITNESSETH:

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable
 consideration, the receipt and sufficiency of which is acknowledged by Grantor, Grantor has
 granted, bargained, sold and released, and by this Deed grants, bargains, sells and releases to
 Grantee, its successors and assigns, the following real property:

SEE EXHIBIT A.

THIS conveyance is made subject to all covenants, restrictions, easements, rights-of-
 way, and other matters of record, and such matters as would be shown by a current plat and an
 inspection, affecting the within-described property.

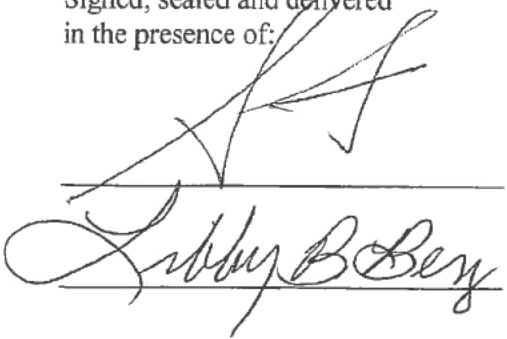
TOGETHER with all and singular rights, members, hereditaments and
 appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Grantee its
 successors and assigns forever.

Grantor covenants to warrant and forever defend all and singular said property unto
 Grantee, its successors and assigns, from and against Grantor, its successors and no further.

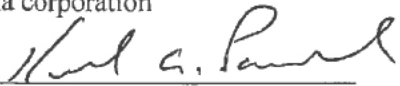
IN WITNESS WHEREOF, Grantor has caused this Deed of Real Property to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:



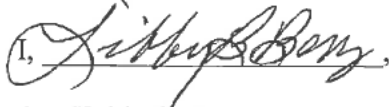
Libby B. Berry

MIDLANDS UTILITY, INC., a/k/a
MIDLAND UTILITY, INC., a South
Carolina corporation

By: 

Keith G. Parnell
Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

I, , Notary Public for the State of South Carolina, do hereby
certify that Keith G. Parnell, the President of MIDLANDS UTILITY, INC., a South Carolina
corporation, personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

Sworn to and subscribed before me this 5 day of July, 2017.

 (L.S.)
Notary Public, State of South Carolina

My Commission Expires: 3-12-19

Exhibit "A"

PARCEL F-1

The entire sewerage system of the ROYAL HILLS SUBDIVISION, near the City of Winnsboro, on Ashford Road (Road S-20-38) in the County of FAIRFIELD, State. of South Carolina; and shown on the certain survey and plats prepared for ROYAL HILLS, SECTION ONE, as prepared by Belter & Smith, Engineers and Surveyors, dated January 7, 1971, revised April 29, 1971, and further revised March 30, 1973, and recorded June 5, 1973, in the offices of the Clerk of Court for Fairfield County in Plat Book 8 at pages 124-125. Including all pumps, pipes, connections, lift stations, sewerage treatment facilities, and also all easements and rights-of-way as shown on the said plat, and any and all other equipment used in connection with the operation of such system, together with the right of access, ingress, and egress for the installment and maintenance of such systems in those areas over which utilities easements have been reserved; also including those parcels of land on which the sewerage lagoon, and lift stations are located on the above mentioned plat. Also including the fee simple title to that tract of land upon which is situate the aeration lagoon and the holding pond on the plat recorded in Plat Book 8 at page 124.

This being a portion of the property conveyed to Midlands Utility Inc. by deed of Heater Utilities, Inc. dated July 7, 1978 and recorded in the Office of the Clerk of Court for Fairfield County in Book FQ at page 273.

TMS 087-0400 016 000

STATE OF SOUTH CAROLINA)
COUNTY OF Fairfield)

AFFIDAVIT

Page 1 of 2

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at Royal Hills
bearing Fairfield County Tax Map Number 08700400016000, was transferred
by Midlands Utility Inc. a/k/a Midland Utility, Inc. to
Synergy Utilities, LP on July 5, 2017

3. Check one of the following: The deed is

- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money=s worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) XX _____ exempt from the deed recording fee because (See Information section of affidavit): Exemption No. 8

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of _____
- (b) _____ The fee is computed on the fair market value of the realty which is _____
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A Yes, @ the amount of the outstanding balance of this lien or encumbrance is: _____

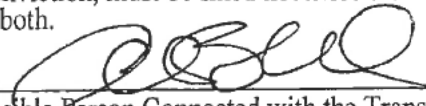
6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: _____
- (b) Place the amount listed in item 5 above here: _____
- (If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: _____

8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: attorney

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

SWORN to before me this 22nd
day of September, 2017

Allen B. Wise
Print or Type Name Here


Notary Public for
My Commission Expires: 3-12-19

INFORMATION

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. @ Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, Avalue@ means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A family partnership@ is a partnership whose partners are all members of the same family. A family trust@ is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. A family@ means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity@ means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed--pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S. C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

Book 2246-1483

2017071367 09/25/2017 15:15:50:887

Warranty Deed

Fee: \$10.00 County Tax: \$0.00

State Tax: \$0.00



2017071367

John T. Hopkins II

Richland County R.O.D

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

)

)

)

LIMITED WARRANTY
DEED OF REAL PROPERTY

THIS DEED, executed as of the 5 day of July, 2017 by MIDLANDS UTILITY, INC., a/k/a MIDLAND UTILITY, INC., a South Carolina corporation (hereinafter referred to as "Grantor"), to SYNERGY UTILITIES, LP, a South Carolina Limited Partnership (hereinafter referred to as "Grantee"), whose mailing address is: Post Office Box 887, Lexington, South Carolina 29071.

WITNESSETH:

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, Grantor has granted, bargained, sold and released, and by this Deed grants, bargains, sells and releases to Grantee, its successors and assigns, the following real property:

SEE EXHIBIT A.

THIS conveyance is made subject to all covenants, restrictions, easements, rights-of-way, and other matters of record, and such matters as would be shown by a current plat and an inspection, affecting the within-described property.

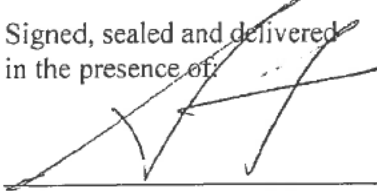
TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

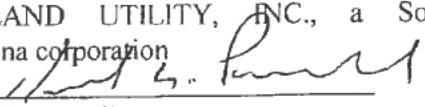
TO HAVE AND TO HOLD all and singular said property unto Grantee its successors and assigns forever.

Grantor covenants to warrant and forever defend all and singular said property unto Grantee, its successors and assigns, from and against Grantor, its successors and no further.

IN WITNESS WHEREOF, Grantor has caused this Deed of Real Property to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

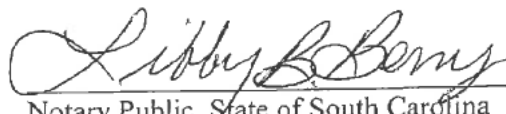

Libby B. Berry

MIDLANDS UTILITY, INC., a/k/a
MIDLAND UTILITY, INC., a South
Carolina corporation
By: 
Keith G. Parnell
Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

I, Libby B. Berry, Notary Public for the State of South Carolina, do hereby
certify that Keith G. Parnell, the President of MIDLANDS UTILITY, INC., a South Carolina
corporation, personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

Sworn to and subscribed before me this 5 day of July, 2017.

 (L.S.)
Notary Public, State of South Carolina

My Commission Expires: 3-12-19

Exhibit "A"

Parcel R-1

ALL those sanitary sewer lines, including manholes, manhole castings, wires, service lines, main lines and all fittings as shown on a plat of the as-built sanitary sewer layout of RAINTREE ACRES dated December 11, 1972, prepared by Palmetto Engineering Company, and recorded in the RMC Office for RICHLAND COUNTY.

ALSO, all those certain sanitary sewer lines including manholes, manhole castings, wires, service lines, main lines, fittings as shown on an as-built sanitary sewer layout of RAINTREE ACRES dated January 26, 1973, prepared by Palmetto Engineering Company, recorded in the RMC Office for RICHLAND COUNTY.

ALSO, all that piece, parcel or lot of land, with improvements thereon, containing 2.39 acres, as shown on boundary plat of RAINTREE ACRES sewage treatment facility for Sunburst Development Company, Inc. dated January 17, 1975, prepared by Palmetto Engineering Company and recorded in the RMC Office for RICHLAND COUNTY.

Also included in the above description is the following described tract of land:

All that certain piece, parcel or tract of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina and being shown and delineated as 2.36 acres upon plat prepared for Midlands Utilities, Inc. by Carolina Surveying Services, Inc. dated November 13, 2003 and recorded in the Office of the Register of Deeds for Richland County in Book 890 at page 2899.

Be all measurements a little more or less. Reference to said plat being craved for a more complete and accurate description.

This being a portion of the property conveyed to Midlands Utility Inc. by deed of Heater Utilities, Inc. dated July 7, 1978 and recorded in the Office of the Register of Deeds for Richland County in Deed Book D475 at page 150.

Parcel R-2

ALSO, all that piece, parcel or lot of land, with improvements thereon, containing 1.48 acres, situate, lying and being in the COUNTY OF RICHLAND, near the Town of Irmo, State of South Carolina, as shown on plat prepared for Sunburst Development Company, Inc., dated April 28, 1975, prepared by Palmetto Engineering Company, and recorded in the RMC Office for RICHLAND COUNTY.

This being a portion of the property conveyed to Midlands Utility Inc. by deed of Heater Utilities, Inc. dated July 7, 1978 and recorded in the Office of the Register of Deeds for Richland County in Deed Book D475 at page 150.

Tax Parcel # 11609-05-22, 05200-03-76

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Page 1 of 2

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at _____
bearing Richland County Tax Map Number 11609-05-22 & R17300-01-13, was transferred
by Midlands Utility, Inc. a/k/a Midland Utility, Inc. to
Synergy Utilities, LP on July 5, 2017.

3. Check one of the following: The deed is

- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money=s worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) XX _____ exempt from the deed recording fee because (See Information section of affidavit): Exemption No. 8

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of _____
(b) _____ The fee is computed on the fair market value of the realty which is _____
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A Yes, @ the amount of the outstanding balance of this lien or encumbrance is: _____

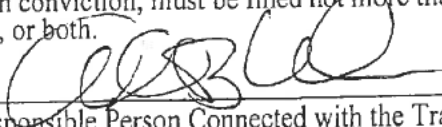
6. The deed recording fee is computed as follows:

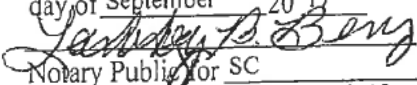
- (a) Place the amount listed in item 4 above here: _____
(b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: _____

8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

SWORN to before me this 22nd
day of September 20 17

Notary Public for SC
My Commission Expires: 3-12-19

Allen B. Wise
Print or Type Name Here

INFORMATION

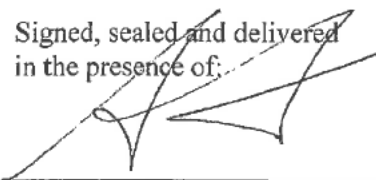
Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. @ Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, Avalue@ means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

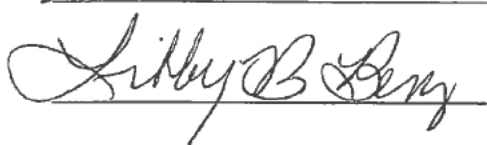
Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A family partnership@ is a partnership whose partners are all members of the same family. A family trust@ is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. A family@ means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity@ means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed--pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S. C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

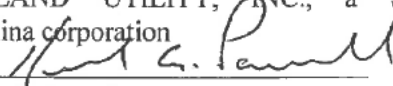
IN WITNESS WHEREOF, Grantor has caused this Deed of Real Property to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:



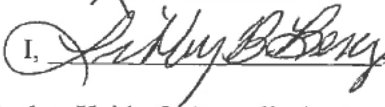


MIDLANDS UTILITY, INC., a/k/a
MIDLAND UTILITY, INC., a South
Carolina corporation

By: 
Keith G. Parnell
Its: President

STATE OF SOUTH CAROLINA)

COUNTY OF Richland)

I,  Notary Public for the State of South Carolina, do hereby
certify that Keith G. Parnell, the President of MIDLANDS UTILITY, INC., a South Carolina
corporation, personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

Sworn to and subscribed before me this 5 day of July, 2017.

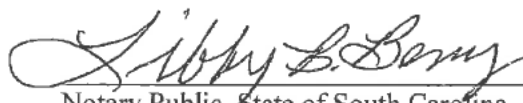
 (L.S.)
Notary Public, State of South Carolina
Libby B. Berry
My Commission Expires: 8-12-19

EXHIBIT "A"

Parcel O-1

The entire sewerage system of NORTHWOOD ESTATES SUBDIVISION near the City of Orangeburg, COUNTY OF ORANGEBURG, State of South Carolina, including all wells, pumps, pipes, connections, lift stations, sewer treatment facilities and any and all other equipment used in connection with the operation of such systems, together with the right of access, ingress and egress for the installation, maintenance and operation of such systems in those areas over which utilities easements have been reserved; also including those parcels of land on which the sewerage oxidation holding pond and oxidation pond are located, said parcels of land being more particularly described on the following plats, all of which are recorded in the offices of the Clerk of Court for ORANGEBURG COUNTY as indicated:

(1) Pump station - being a portion of LOT NO. ONE (1) of BLOCK E of NORTHWOOD ESTATES SUBDIVISION, as more fully shown on that certain plat prepared for Wheat Realty & Construction, Inc. by Belter & Associates, land surveyors, dated March 12, 1974, and recorded March 15, 1974, in the offices of the Clerk of Court for ORANGEBURG COUNTY, South Carolina in Plat Book 39 at page 49.

(2) All those sewer lines as shown on a plat designated As Built Sewerage of Northwood Estates subdivision prepared by Belter & Smith, Inc., surveyors, dated December 7, 1971, and recorded March 15, 1974, in the offices of the Clerk of Court for ORANGEBURG, South Carolina, in Plat Book 39 at page 52.

This being a portion of the property conveyed to Midlands Utility Inc. by deed of Heater Utilities, Inc. dated July 7, 1978 and recorded in the Office of the Register of Deeds for Orangeburg County in Deed Book 449 at page 983.

STATE OF SOUTH CAROLINA)
COUNTY OF Orangeburg)

AFFIDAVIT

Page 1 of 2

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at _____
bearing _____ County Tax Map Number _____, was transferred
by Midlands Utility, Inc. a/k/a Midland Utility, Inc. to
Synergy Utilities, LP on July 5, 2017.

3. Check one of the following: The deed is

- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money=s worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) XX exempt from the deed recording fee because (See Information section of affidavit): Exemption No. 8

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of _____
(b) _____ The fee is computed on the fair market value of the realty which is _____
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A Yes, @ the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: _____
(b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.) _____
(c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: _____

8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

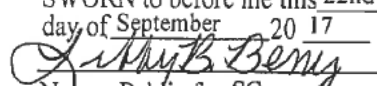
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

SWORN to before me this 22nd
day of September 20 17

Allen B. Wise

Print or Type Name Here


Notary Public for SC

My Commission Expires: 3-12-19


Libby B. Berry

INFORMATION

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. @ Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, Avalue@ means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A family partnership@ is a partnership whose partners are all members of the same family. A family trust@ is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. A family@ means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity@ means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed--pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S. C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

Book 2565-2925

2020071443 12/16/2020 09:37:34:150

Fee: \$15.00

County Tax: \$0.00

Quitclaim Deed

State Tax: \$0.00



2020071443

John T. Hopkins II

Richland County R.O.D.

THE STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

QUIT CLAIM DEED

TO ALL WHOM THESE PRESENTS MAY COME:

WHEREAS, **Midlands Utility, Inc.**, a South Carolina Corporation assigned and deeded its interest in the entire Brady Road Sewer system in Richland County to **Synergy Utilities, LP**, a South Carolina Limited Partnership on September 22, 2017 in Book R2246 at Page 1488; and,

WHEREAS, **Midlands Utility, Inc.**, also known as **Midland Utilities, Inc.**, intended to include and convey all its ownership, rights, and interest the property described herein.

NOW, KNOW ALL MEN BY THESE PRESENTS, that we the said **Midlands Utility, Inc.**, also known as **Midland Utilities, Inc.**, for and in consideration sum of Five and no/100 (\$5.00) dollars and other valuable consideration in hand paid at and before the sealing and delivery of these presents by **Synergy Utilities, LP**, (the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said **Synergy Utilities, LP**, its successors and assigns:

All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being in County of

Richland, State of South Carolina, being described on a plat prepared for Amaloo Family Investments, LLC, by Darryl V. Cribb, RLS #16808, dated 1-15-2005, revised 3-09-2006, to be recorded simultaneously herewith; said property being described on the aforesaid plat as SEWER PUMP STATION LOT, (0.01 acres); said lot being conveyed simultaneously to Grantee with a twenty foot (20') ingress and egress easement as shown on the aforesaid plat, all said measurements as shown on said plat being a little more or less.

Being the same property conveyed by Tyson Foods, Inc. to Midland Utilities, Inc., by deed dated January 24, 2007 and recorded on February 9, 2007 in the Office of the Register of Deeds for Richland County in Record Book 1281 at Page 769.

TMS NUMBER: A Portion Of 11609-05-14

GRANTEE'S ADDRESS: 24 Silverleaf Court, Columbia, SC 29209

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining:

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said **Synergy Utilities, LP**, its successors and assigns, forever so that neither we the said **Midlands Utility, Inc., also known as Midland Utilities, Inc.**, nor its successors and assigns nor any other person or persons, claiming under us or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

IN WITNESS WHEREOF, Grantor has caused this Conveyance
executed this 10th day of December 2020.

Signed, Sealed and Delivered

in the presence of:

Midlands Utility, Inc., also
known as Midland Utilities,
Inc. (Seal)



By: Keith G. Parnell
Keith G. Parnell
Its: President



STATE OF SOUTH CAROLINA)

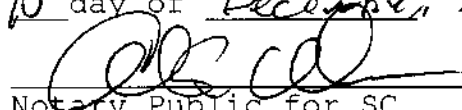
COUNTY OF RICHLAND)

I, Allen B Wise, Notary Public for the
State of South Carolina, do hereby certify that Keith G. Parnell,
the President, of Midlands Utility, Inc., also known as Midland
Utilities, Inc., personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Sworn to and subscribed before me this 10 day of
December, 2020.

SWORN to before me this

10 day of December, 2020.

 (L.S.)
Notary Public for SC
My Commission Expires: 12/31/25

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AFFIDAVIT

Page 1 of 2

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at Sewer Pump station Lot 0.01 acres
bearing Richland County Tax Map Number portion 11609-05-14, was transferred
by Midlands Utilities, Inc. to
Synergy Utilities, LP on December 10, 2020.

3. Check one of the following: The deed is

- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) XX _____ exempt from the deed recording fee because (See Information section of affidavit): exemption no. 12 quit claim deed

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) xx _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____
- (b) _____ The fee is computed on the fair market value of the realty which is _____
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No XXX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A Yes, the amount of the outstanding balance of this lien or encumbrance is: _____

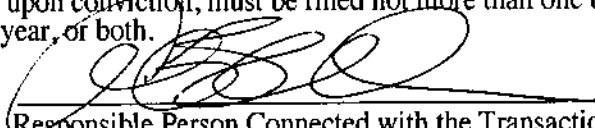
6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$ _____
- (b) Place the amount listed in item 5 above here: 0 _____
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: \$ _____

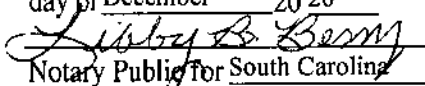
8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: attorney

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

SWORN to before me this 10 / 10
day of December 20 20

Allen B. Wise
Print or Type Name Here


Notary Public for South Carolina
My Commission Expires: 2/06/2029

INFORMATION

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other real property, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, the fair market value of the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A family partnership is a partnership whose partners are all members of the same family. A family trust is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. Family means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed--pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S. C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

ASSET PURCHASE AGREEMENT
BY AND BETWEEN **SYNERGY UTILITIES, LP**, KEITH PARNELL,
AND **SOUTH CAROLINA WATER UTILITIES, INC.** (“**BUYER**”) AND DATED MARCH 31, 2021

Schedule 1(b)

Leases and Easements

Midlands Utility, Inc. and
Synergy Utilities, LP
c/o Keith Parnell
President (Both Companies)
816 East Main Street
Lexington, SC 29072

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

THIS AGREEMENT made this twenty fifth (25th) day of September 2015, by and between Midlands Utility, Inc., hereinafter called "Landlord," and Synergy Utilities, LP., hereinafter called "Tenant."

WITNESSETH

That Landlord, for and in consideration of the rents, covenants and agreements herein contained to be paid and agreed to be performed by Tenant, does hereby grant and lease to tenant the following described premises:

1. PREMISES, That certain office space, including storage bathroom, outbuildings, and parking facilities, all of which is contemplated to be shared by and between Landlord and Tenant.

The premises leased are located at 816 East Main Street, in the City of Lexington in the County of Lexington, State of South Carolina, owned by Landlord, and hereinafter referred to as the "Leased Premises."

2. **TERM.** The term of this lease shall be for a period of five (5) years commencing on October 1, 2015, and expiring on September 30, 2020, however either party may provide to the other, by a sixty (60) days' notice, the desire to terminate the lease, with settlement of termination to include all rents and payments due, however arising under said lease. In the even no notice is given at any time prior to the written termination

hereof, then in that event this lease shall automatically continue for the original period and each five years thereafter by the same terms.

3. RENTAL. Tenant shall pay to Landlord an annual rental of Nine thousand six hundred (\$9,600.00) dollars for the terms of this lease payable in monthly installments of Eight hundred (\$800.00) dollars, each in advance on or before the first (1st) day of each month without demand.
4. NOTICES. Until otherwise notified in writing by Landlord, Tenant shall make payment of rental and gives notices to Landlord in care of:

Synergy Utilities, LP.
Attn: Keith G. Parnell
816 East Main Street
Lexington, SC 29072

Landlord shall give notices and other communications to Tenant by mailing same to:

Synergy Utilities, LP.
Attn: Keith G. Parnell
816 East Main Street
Lexington, SC 29072

5. USE. The premises shall be used for office and meeting space as required by Tenant's business but shall not be used for any illegal purposes, nor in any way that would increase the rate of insurance or invalidate the insurance coverage on the premises, nor in any manner that interferes with or infringes upon the rights of Landlord to Mutually use the other's normal course of business as property leased shall be considered herein to constitute a sharing license under lease. Written agreement to specifically allocate space, offices, storage and/or out buildings and parking may be used at the discretion of the parties when needed to facilitate the services and purposes of each for a given time.
6. IMPROVEMENTS. The Landlord warrants that existing HVAC, plumbing, electrical including lights and ballast are in good working condition prior to rent commencement. Tenant agrees to provide at its expense the upkeep, and payments of all expenses arising from water, electricity, plumbing, electronic internet, telephones, faxes and landscaping, including signage.
7. COMMON FACILITIES. In addition to other covenants herein, Tenant, its employees, agents and invitees shall have the right to use in common with other Tenants the stairways, corridors, sidewalks and parking areas as well as all other general common facilities.
8. QUIET POSSESSION. The landlord warrants that it is seized with good and sufficient title to the entire premises, and further covenants that if Tenant shall discharge the obligations herein set forth to be performed by tenant, then Tenant shall have and

enjoy the quiet and undisturbed possession of the Leased Premises without hindrance or interference from Landlord or any other person lawfully claiming by, through or under Landlord.

9. RIGHT OF ENTRY. The landlord shall have the right to enter the leased premises at reasonable hours to examine the building and its contents.
10. ASSIGNMENTS. The tenant agree that it will not assign or sublet in whole or in part any portion of the premises without prior written consent of the landlord. Any signee or subleasee must agree to abide by all of the terms of this lease and tenant shall not be relieved from any obligations assumed under the lease.

Landlord: Midlands Utility, Inc.

Keith G. Parnell, President

Dated

Witness #1

Witness #2

Tenant: Synergy Utilities, L.P.

Keith G. Parnell, President

Dated

Witness #1

Witness #2

1

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, Lukky B. Berry, Notary Public for the State of South Carolina, do hereby certify that Keith G. Pannell, the President, of Bush River Utilities, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn to and subscribed before me this 5 day of July, 2017.

Lukky B. Berry (L.S.)
Notary Public, State of South Carolina

My Commission Expires: 3-12-19

TOGETHER WITH:

1. The entire sewerage collection system of the Bush River in Richland County, including any and all pumps pipes, manholes, valves, controls, and connections used in connection with the operation of such sewerage system, all easements, rights of way, together with rights of access, ingress and egress for installation, maintenance and operations of such system in those areas over which utilities easements have been reserved.

STATE OF SOUTH CAROLINA)
COUNTY OF Lexington)

Page 1 of 2

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at _____
bearing _____ County Tax Map Number _____, was transferred
by Bush River Utilities, Inc. to
Synergy Utilities, LP on July 5, 2017

3. Check one of the following: The deed is

- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money=s worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) XX _____ exempt from the deed recording fee because (See Information section of affidavit): Exemption No. 8

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of _____
(b) _____ The fee is computed on the fair market value of the realty which is _____
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A Yes, @ the amount of the outstanding balance of this lien or encumbrance is: _____

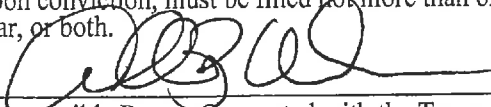
6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: _____
(b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: _____

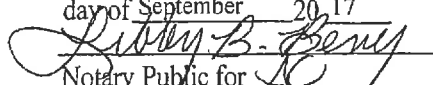
8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: attorney

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

SWORN to before me this 22nd
day of September 20, 17

Allen B. Wise
Print or Type Name Here


Notary Public for

My Commission Expires: 3-12-19

INFORMATION

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. @ Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, A value@ means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A family partnership@ is a partnership whose partners are all members of the same family. A family trust@ is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. A family@ means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity@ means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed--pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to, the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S. C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

Book 2246-1495

2017071369 09/25/2017 15:16:51:183

Easement

Fee: \$11.00

County Tax: \$0.00

State Tax: \$0.00



2017071369

John T. Hopkins II

Richland County R.O.D.

STATE OF SOUTH CAROLINA)

CONVEYANCE AND ASSIGNMENT

COUNTY OF RICHLAND)

OF EASEMENTS AND RIGHTS

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration paid to **Development Services, Inc.** a South Carolina corporation ("Assignor"), the receipt and sufficiency of which is hereby acknowledged, at and before signing and sealing of these presents, and the additional consideration hereinafter set forth, subject to the limitations of warranties and reservation of rights as follows, Assignor does hereby grant, bargain, sell, release and assign to **Synergy Utilities, LP**, a South Carolina limited partnership ("Assignee"), its successors and assigns forever, any and all rights, title and interest Assignor may have in the various rights of way, easements or plats set forth on **Exhibit A** attached hereto and made a part hereof.

TOGETHER WITH all other easements, rights-of-way or other rights of Assignor relating to or associated with the easements and rights described on Exhibit A and to the sanitary sewer operations of Assignor.

TOGETHER WITH all valves, pipes, lines, manholes, fittings, stations and all other equipment and appurtenances relating to or associated with the easements and rights described in Exhibit A and to sanitary sewer operations of Assignor.

THIS conveyance is made subject to all covenants, restrictions, easements, rights-of-way, and other matters of record, and such matters as would be shown by a current plat, affecting the within-described property.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Assignee, its successors and assigns forever.

Assignor covenants to warrant and forever defend all and singular said property unto Assignee, its successors and assigns, from and against Assignor, its successors and no further.

IN WITNESS WHEREOF, Assignor has caused this Conveyance and Assignment of Easements of Rights executed this 5 day of July, 2017.

Signed, sealed and delivered
in the presence of

Development Services, Inc.

By: Keith G. Pamell

Keith G. Pamell

Its President

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, Libby B. Bessy, Notary Public for the State of South Carolina, do hereby certify that Keith G. Parnell, the President, of Development Services, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn to and subscribed before me this 5 day of July, 2017.

Libby B. Bessy (L.S.)
Notary Public, State of South Carolina

My Commission Expires: 3-12-19

EXHIBIT A**Easements, Agreements and Interests:**

Grantor	Deed Type	Book	Page	Signed	Recorded
Colonial Life & Accident Insurance	Sanitary Sewer Line	D662	666	5/15/2002	5/15/2002
Advanced Investors, Inc.	Agreement	D23	551	6/17/1965	
Statewide Stations, Inc.	Right of Way	D23	717	8/23/1965	
Quality Inns International, Inc	Right of Way	D258	107	9/19/1972	10/4/1972
Quality Inns International	Agreement	D258	109	9/21/1972	
Germantown Associates	Agreement	D275	58	2/15/1973	4/2/1973
Palmetto Wholesale Company	Right of Way	D284	315	6/7/1973	6/21/1973
Germantown Associates	Right of Way	D292	122	2/16/1973	9/5/1973
St Andrews Services, Inc	Sewer Agreement	D309	47	9/1/1972	3/12/1974
Dorothy B. Wilson	Right of Way	D373	410	2/11/1976	2/13/1976
Brunswick Corporation	Right of Way	D383	164	10/1/1975	5/3/1976
A & F Enterprise	Right of Way	D477	278	9/18/1978	9/27/1978
Mechanical Contractors Assoc.	Right of Way	D477	279	9/11/1978	
David Baker and Lee J Baker	Right of Way	D517	255	10/2/1979	10/3/1979
S. Wyman Boozer	Agreement	D870	153	4/26/1972	12/18/1987
S. Wyman Boozer	Right of Way	D870	158	4/26/1972	12/18/1987
Frank L Christian, III	Agreement	D870	165	5/1/1972	12/18/1987
Edward Hanks Jones	Agreement	D870	171	2/8/1972	12/18/1987
Shoney's of Columbia Number Three, Inc	Agreement	D870	177	9/6/1973	12/18/1987
Wyman Boozer Realty, Inc	Agreement	D870	188	10/4/1972	12/18/1987
William Ray Kiser	Agreement	D870	195	9/20/1973	12/18/1987
S. Wyman Boozer, Nancy A. Alley and Patricia Kirkland	Agreement	D870	205	4/17/1974	
Hardee's - North Arrowood Road	Right of Way			10/11/1972	
NBSC - North Arrowood Road	Right of Way			4/1/1974	
Ashton Properties, Ltd. - Palmetto Wholesale	Restrictive Covenant			12/13/1972	
Colonial Life and Accident Insurance Company and Wendy's of South Carolina	Ground Lease			7/15/1975	
Wendy's of South Carolina, Inc	Agreement	D870	159	6/24/1976	12/18/1987
Piggy Park Enterprises	Agreement	D787	269	4/10/1986	4/11/1986
Piggy Park Enterprises	Agreement	D787	264	4/10/1986	4/11/1986
Elton O Shealy and Ruth V Shealy		376	350	1/17/1964	1/17/1964
					Guif Oil Corporation

TOGETHER WITH:

1. The entire sewerage collection system of the Bush River Section in Columbia, Richland County, including any and all pumps pipes, manholes, valves, controls, and connections used in connection with the operation of such sewerage system, all easements, rights of way, together with rights of access, ingress and egress for installation, maintenance and operations of such system in those areas over which utilities easements have been reserved.

TOGETHER WITH:**Miscellaneous Easements:**

NAME	BOOK & PAGE	DATE	SURVEYOR	DOCUMENT TYPE
Dutch Square Associates	Z - 4527	9/2/1970	B P Barber & Associates	Plat
Dutch Square Associates	Z - 4528	3/29/1983	B P Barber & Associates	Plat
David Baker and Lee J. Baker	Z - 4529			Plat
Dutch Center Associates	X - 8075	10/18/1976	B P Barber & Associates	Plat
Dutch Plaza Associates	X - 8074	4/10/1974	B P Barber & Associates	Plat
Shoney's Big Boy and Thomas B. Woodrum	X - 2457	7/30/1973		Plat
Germantown Associates	X - 2258			Plats
Map of Section I, Dutchbrook		10/1/1964	McMillan Engineering Company	Plat
Southeastern Inns Corporation	X - 1964	5/4/1972	B P Barber & Associates	Plat
Bowling Division Brunswick	X - 3271	2/11/1975	Associated Engineers and Surveyors, Inc.	Plat
Palmetto Wholesale Company	X - 2343	12/13/1972		Plat
U.S. Postal Service	X - 2292	12/6/1972		Plat
Columbia Properties		6/3/1976	B P Barber & Associates	Plat

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

AFFIDAVIT

Page 1 of 2

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at _____
bearing _____ County Tax Map Number _____, was transferred
by Development Services, Inc. to
Synergy Utilities, LP on July 5, 2017.

3. Check one of the following: The deed is

- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) XX _____ exempt from the deed recording fee because (See Information section of affidavit): Exemption No. 8

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
(b) _____ The fee is computed on the fair market value of the realty which is _____
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A Yes, @ the amount of the outstanding balance of this lien or encumbrance is: _____

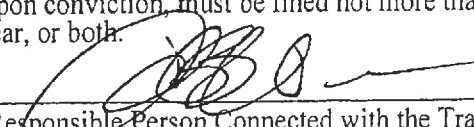
6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: _____
(b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: _____

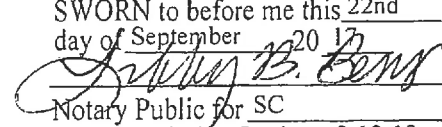
8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

Allen B. Wise
Print or Type Name Here

SWORN to before me this 22nd
day of September 20 17


Notary Public for SC

My Commission Expires: 3-12-19

INFORMATION

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, a value means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A family partnership is a partnership whose partners are all members of the same family. A family trust is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. A family means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed--pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
CONVEYANCE AND ASSIGNMENT
OF EASEMENTS AND RIGHTS

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration paid to **Midlands Utility, Inc.** a South Carolina corporation ("Assignor"), the receipt and sufficiency of which is hereby acknowledged, at and before signing and sealing of these presents, and the additional consideration hereinafter set forth, subject to the limitations of warranties and reservation of rights as follows, Assignor does hereby grant, bargain, sell, release and assign to **Synergy Utilities, LP**, a South Carolina limited partnership ("Assignee"), its successors and assigns forever, any and all rights, title and interest Assignor may have in the various rights of way, easements or plats set forth on **Exhibit A** attached hereto and made a part hereof.

TOGETHER WITH all other easements, rights-of-way or other rights of Assignor relating to or associated with the easements and rights described on Exhibit A and to the sanitary sewer operations of Assignor.

TOGETHER WITH all valves, pipes, lines, manholes, fittings, stations and all other equipment and appurtenances relating to or associated with the easements and rights described in Exhibit A and to sanitary sewer operations of Assignor.

THIS conveyance is made subject to all covenants, restrictions, easements, rights-of-way, and other matters of record, and such matters as would be shown by a current plat, affecting the within-described property.

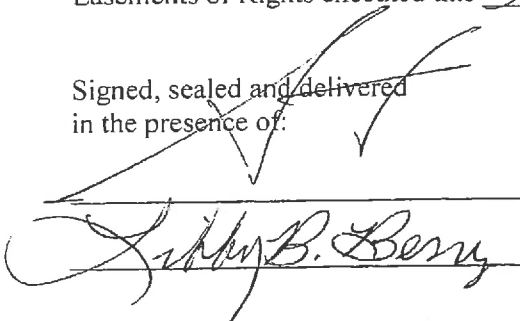
TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Assignee, its successors and assigns forever.

Assignor covenants to warrant and forever defend all and singular said property unto Assignee, its successors and assigns, from and against Assignor, its successors and no further.

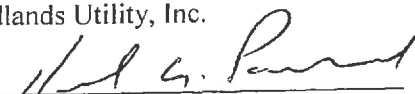
IN WITNESS WHEREOF, Assignor has caused this Conveyance and Assignment of Easements of Rights executed this 5 day of July, 2017.

Signed, sealed and delivered
in the presence of:



Sidney B. Berry

Midlands Utility, Inc.

By: 

Keith G. Parnell
Its President

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, Libby B. Berry, Notary Public for the State of South Carolina, do hereby certify that Keith G. Parnell, the President, of Midlands Utility, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn to and subscribed before me this 5 day of July, 2017.

Libby B. Berry (L.S.)
Notary Public, State of South Carolina

My Commission Expires: 3-1-19

EXHIBIT A**Easements, Agreements and Interests:**

Grantor	Deed Type	Book	Page	Signed	Recorded	Subdivision/Phase
Mina Harrington	Easement	1528	138	2/19/1990	2/23/1990	Windy Hill
Keith G Parnell and Carolina Water Services, Inc	Agreement-Wastewater	4027	59	11/1/1996	1/20/1997	Varnsdale

TOGETHER WITH:

1. The entire sewerage collection system of the Windy Hill subdivision in Lexington County, including any and all pumps pipes, manholes, valves, controls, and connections used in connection with the operation of such sewerage system, all easements, rights of way, together with rights of access, ingress and egress for installation, maintenance and operations of such system in those areas over which utilities easements have been reserved and further described as:

All sewer lines, service lines, treatment plant, filters, pumping stations, and appurtenances thereto, constituting the sewer system serving the residential subdivision known as WINDY HILL, all as shown on drawing entitled "As Built Sanitary Sewer System, Windy Hill Subdivision," dated May 20, 2976, prepared for the South Carolina National Bank by William H. Brown, P. E., Civil Engineering of Columbia.

Also, a right of reasonable access for ingress and egress for the operation, maintenance and upkeep of said sewer lines, sewer system, all as shown on the aforesaid engineer's drawings and hereinbelow mentioned plats.

Also, all that certain parcel of land situate, lying and being in Lexington County, South Carolina, being shown and delineated as the "Treatment Plant, 2.237 acres" on plat dated August 1, 1972 last revised March 31, 1975, prepared for "Windy Hill" by William R. Todd, RLS, recorded in Plat Book 150 G at page 183, of the office of the Register of Deeds for Lexington County.

Also, all that certain parcel of land situate, lying and being in Lexington County, South Carolina bounded on the North by Lot 108, Block H, WINDY HILL SUBDIVISION, on the South by Lot 109 Block A, WINDY HILL SUBDIVISION, on the East by said "Treatment Plat" and on the West by Crosshill Road, whereupon it measures 24.33 feet, along a curve, all as more fully shown and delineated on plat of 'WINDY HILL', immediately above referenced.

Also, all that certain tract of land, containing 6.93 acres, more or less, situate, lying and being in Lexington County, South Carolina, and shown on plat prepared for Bill Jones Realty by Heaner Engineering Co., Inc., dated February 20, 1975, as revised February 24, 1975, and according to said plat being bounded and measured as follows: Beginning an iron in the Southeastern corner of said tract and running N 80° 12' 39" W for 400.54' along property of J. B. Perry; thence turning and running N 68° 24' 59" E for 508.37' along Lexington Village Subdivision, Lots 100, Lot 101 and Lot 102 to an iron pin; thence turning and running S 08° 56' 37" E for a distance of 810.83' along property now or formerly of W. W. Gunter to the point of beginning; being commonly known as the sewer system "spray field property".

2. The entire sewerage collection system of the Vanarsdale subdivision in Lexington County, including any and all pumps pipes, manholes, valves, controls, and connections used in connection with the operation of such sewerage system, all easements, rights of

way, together with rights of access, ingress and egress for installation, maintenance and operations of such system in those areas over which utilities easements have been reserved.

STATE OF SOUTH CAROLINA)
COUNTY OF Lexington)

Page 1 of 2

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at _____
bearing _____ County Tax Map Number _____, was transferred
by Midlands Utility, Inc. to
Synergy Utilities, LP on July 5, 2017

3. Check one of the following: The deed is

- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money=s worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) XX _____ exempt from the deed recording fee because (See Information section of affidavit): Exemption No. 8

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of _____
- (b) _____ The fee is computed on the fair market value of the realty which is _____
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A Yes, @ the amount of the outstanding balance of this lien or encumbrance is: _____

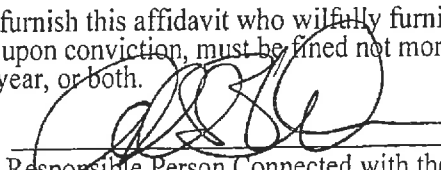
6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: _____
- (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: _____

8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: attorney

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

SWORN to before me this 22nd
day of September 20 17

Allen B. Wise
Print or Type Name Here

Notary Public for SD

My Commission Expires: 3-12-19

INFORMATION

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, a value means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A family partnership is a partnership whose partners are all members of the same family. A family trust is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. A family means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed--pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

DATE: 10-03-2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, Libby B. Berry, Notary Public for the State of South Carolina, do hereby certify that Keith G. Parnell, the President, of Midlands Utility, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn to and subscribed before me this 5 day of July, 2017.

Libby B. Berry (L.S.)
Notary Public, State of South Carolina
Libby B. Berry
My Commission Expires: 5-12-19

EXHIBIT A

Easements, Agreements and Interests:

The entire sewerage system of NORTHWOOD ESTATES SUBDIVISION near the City of Orangeburg, COUNTY OF ORANGEBURG, State of South Carolina, including all wells, pumps, pipes, connections, lift stations, sewer treatment facilities and any and all other equipment used in connection with the operation of such systems, together with the right of access, ingress and egress for the installation, maintenance and operation of such systems in those areas over which utilities easements have been reserved; also including those parcels of land on which the sewerage oxidation holding pond and oxidation pond are located, said parcels of land being more particularly described on the following plats, all of which are recorded in the offices of the Clerk of Court for ORANGEBURG COUNTY as indicated:

(1) Pump station - being a portion of LOT NO. ONE (1) of BLOCK E of NORTHWOOD ESTATES SUBDIVISION, as more fully shown on that certain plat prepared for Wheat Realty & Construction, Inc. by Belter & Associates, land surveyors, dated March 12, 1974, and recorded March 15, 1974, in the offices of the Clerk of Court for ORANGEBURG COUNTY, South Carolina in Plat Book 39 at page 49.

(2) All those sewer lines as shown on a plat designated As Built Sewerage of Northwood Estates subdivision prepared by Belter & Smith, Inc., surveyors, dated December 7, 1971, and recorded March 15, 1974, in the offices of the Clerk of Court for ORANGEBURG, South Carolina, in Plat Book 39 at page 52.

STATE OF SOUTH CAROLINA)
COUNTY OF Orangeburg)

AFFIDAVIT

Page 1 of 2

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at _____
bearing _____ County Tax Map Number _____, was transferred
by Midlands Utility, Inc. _____ to
Synergy Utilities, LP _____ on July 5, 2017.

3. Check one of the following: The deed is

- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money=s worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) XX _____ exempt from the deed recording fee because (See Information section of affidavit): Exemption No. 8

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of _____
(b) _____ The fee is computed on the fair market value of the realty which is _____
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A Yes, @ the amount of the outstanding balance of this lien or encumbrance is: _____

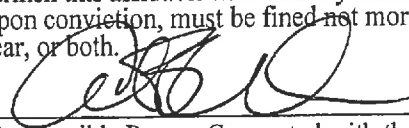
6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: _____
(b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: _____

8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

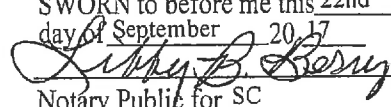
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

SWORN to before me this 22nd
day of September 20, 17

Allen B. Wise

Print or Type Name Here


Notary Public for SC

My Commission Expires: 3-12-19

INFORMATION

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. @ Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, Avalue@ means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A Afamily partnership@ is a partnership whose partners are all members of the same family. A Afamily trust@ is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. AFamily@ means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. Acharitable entity@ means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed--pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S. C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

I, Libby B. Denny, Notary Public for the State of South Carolina, do hereby certify that Keith G. Parnell, the President, of Midlands Utility, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn to and subscribed before me this 5 day of July, 2017.

Libby B. Denny (L.S.)
Notary Public, State of South Carolina

My Commission Expires: 3-12-19

STATE OF SOUTH CAROLINA)
COUNTY OF Fairfield)

Page 1 of 2

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at Royal Hills
bearing _____ County Tax Map Number _____, was transferred
by Midlands Utility Inc. to
Synergy Utilities, LP on July 5, 2017

3. Check one of the following: The deed is

- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money=s worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) XX _____ exempt from the deed recording fee because (See Information section of affidavit): Exemption No. 8

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of _____
(b) _____ The fee is computed on the fair market value of the realty which is _____
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A Yes, @ the amount of the outstanding balance of this lien or encumbrance is: _____

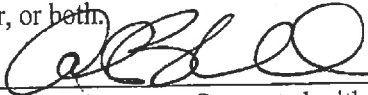
6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: _____
(b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: _____

8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: attorney

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

SWORN to before me this 22nd
day of September, 2017

Allen B. Wise
Print or Type Name Here


Notary Public for
My Commission Expires: 3-12-19

INFORMATION

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. @ Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, Avalue@ means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A family partnership@ is a partnership whose partners are all members of the same family. A family trust@ is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. A family@ means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity@ means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed--pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S. C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

CONVEYANCE AND ASSIGNMENT
 OF EASEMENTS AND RIGHTS

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration paid to **Midlands Utility, Inc.** a South Carolina corporation ("Assignor"), the receipt and sufficiency of which is hereby acknowledged, at and before signing and sealing of these presents, and the additional consideration hereinafter set forth, subject to the limitations of warranties and reservation of rights as follows, Assignor does hereby grant, bargain, sell, release and assign to **Synergy Utilities, LP**, a South Carolina limited partnership ("Assignee"), its successors and assigns forever, any and all rights, title and interest Assignor may have in the various rights of way, easements or plats set forth on **Exhibit A** attached hereto and made a part hereof.

TOGETHER WITH all other easements, rights-of-way or other rights of Assignor relating to or associated with the easements and rights described on Exhibit A and to the sanitary sewer operations of Assignor.

TOGETHER WITH all valves, pipes, lines, manholes, fittings, stations and all other equipment and appurtenances relating to or associated with the easements and rights described in Exhibit A and to sanitary sewer operations of Assignor.

THIS conveyance is made subject to all covenants, restrictions, easements, rights-of-way, and other matters of record, and such matters as would be shown by a current plat, affecting the within-described property.

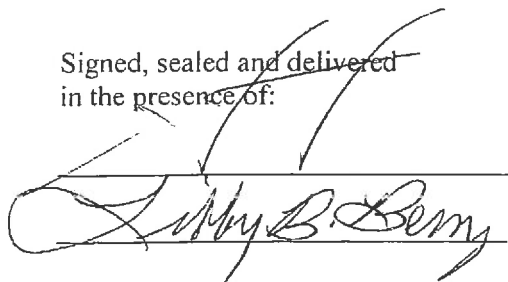
TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Assignee, its successors and assigns forever.

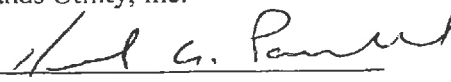
Assignor covenants to warrant and forever defend all and singular said property unto Assignee, its successors and assigns, from and against Assignor, its successors and no further.

IN WITNESS WHEREOF, Assignor has caused this Conveyance and Assignment of Easements of Rights executed this 3 day of July, 2017.

Signed, sealed and delivered
 in the presence of:



Midlands Utility, Inc.

By: 
 Keith G. Parnell
 Its President

Book 2246-1488

2017071368 09/25/2017 15:16:51:047

Easement

Fee: \$11.00

County Tax: \$0.00

State Tax: \$0.00

Assignment - Midlands to Synergy - Richland



2017071368

John T. Hopkins II

Richland County R.O.D.

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

I, Lilly B. Berry, Notary Public for the State of South Carolina, do hereby certify that Keith G. Parnell, the President, of Midlands Utility, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn to and subscribed before me this 5 day of July, 2017.

Lilly B. Berry (L.S.)
Notary Public, State of South Carolina

My Commission Expires: 3-12-19

EXHIBIT A**Easements, Agreements and Interests:**

Grantor	Deed Type	Book	Page	Signed	Recorded
Becker Sand & Gravel Co., Inc	Right of Easement	646	200	4/26/1983	
Marc Equity	Easement	940	821	6/29/1989	
All South Construction, Inc	Right of Easement	930	257	4/3/1989	4/4/1989
Chestnut Hill Plantation, Inc	Non-Exclusive Easement	791	2717	5/1/2003	5/7/2003
Chestnut Hill Plantation, Inc	Acknowledgement of Easement	791	2720	4/29/2003	5/7/2003
	Tax Deed	1235	398		12/23/1994
	Tax Deed	1235	466		12/23/1994
	Tax Deed	1235	542		12/23/1994
	Tax Deed	1235	464		12/23/1994
Raintree Development Corporation	Sewer Deed	404	552	10/29/1975	11/23/1976

TOGETHER WITH:

1. The entire sewerage collection system of the Raintree subdivision in Richland County, including any and all pumps pipes, manholes, valves, controls, and connections used in connection with the operation of such sewerage system, all easements, rights of way, together with rights of access, ingress and egress for installation, maintenance and operations of such system in those areas over which utilities easements have been reserved and further described as:

All those sanitary sewer lines, including manholes, manhole castings, wires, service lines, main lines and all fittings as shown on a plat of the as-built sanitary sewer layout of RAINTREE ACRES dated December 11, 1972, prepared by Palmetto Engineering Company, and recorded in the Register of Deeds Office for Richland County.

ALSO, all those certain sanitary sewer lines including manholes, manhole castings, wires, service lines, main lines, fittings as shown on an as-built sanitary sewer layout of RAINTREE ACRES dated January 26, 1973, prepared by Palmetto Engineering Company, recorded in the Register of Deeds Office for Richland County.

ALSO, all that piece, parcel or lot land, with improvements thereon, containing 2.39 acres, as shown on boundary plat of RAINTREE ACRES sewage treatment facility for Sunburst Development Company, Inc. dated January 17, 1975, prepared by Palmetto Engineering Company and recorded in the Register of Deeds Office for Richland County.

ALSO, all that piece, parcel or lot of land, with improvements thereon, containing 1.48 acres, situate, lying and being in the County of Richland, near the Town of Irmo, State of South Carolina, as shown on plat prepared for Sunburst Development Company, Inc., dated April 28, 1975, prepared by Palmetto Engineering Company, and recorded in the Register of Deeds Office for Richland County.

2. The entire sewerage collection system of the Dutch Village subdivision in Richland County, including any and all pumps pipes, manholes, valves, controls, and connections used in connection with the operation of such sewerage system, all easements, rights of way, together with rights of access, ingress and egress for installation, maintenance and operations of such system in those areas over which utilities easements have been reserved and further described as:

The entire sewerage system of the DUTCH VILLAGE SUBDIVISION near Irmo, northwest of the City of Columbia, in the County of Richland, State of South Carolina, including all pumps, pipes, connections, lift stations, sewer treatment facilities and any and all other equipment used in connection with the operation of such sewerage system, together with the right of access, ingress and egress for the installation, maintenance and operation of such system in those areas over which utilities easements have been reserved; also, including those parcels of land on which the sewerage lagoon and lift stations are located, said parcels being more particularly described on the following plats

which are recorded in the office of the Register of Deeds for Richland County as indicated.

(1) Parcel of land which includes "Oxidation Pond" as shown on plat recorded in Plat Book 42 at page 695.

3. The entire sewerage collection system of the Brady Road Sewer in Richland County, including any and all pumps pipes, manholes, valves, controls, and connections used in connection with the operation of such sewerage system, all easements, rights of way, together with rights of access, ingress and egress for installation, maintenance and operations of such system in those areas over which utilities easements have been reserved

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Page 1 of 2

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at _____
bearing _____ County Tax Map Number _____, was transferred
by Midlands Utility, Inc. to
Synergy Utilities, LP on July 5, 2017.

3. Check one of the following: The deed is

- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money=s worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) XX exempt from the deed recording fee because (See Information section of affidavit): Exemption No. 8

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of _____
(b) _____ The fee is computed on the fair market value of the realty which is _____
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A Yes, @ the amount of the outstanding balance of this lien or encumbrance is: _____

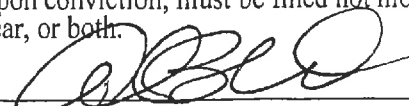
6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: _____
(b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.) _____
(c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: _____

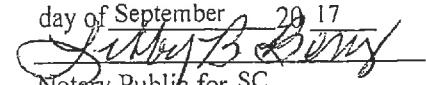
8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

SWORN to before me this 22nd
day of September 20 17

Allen B. Wise
Print or Type Name Here


Notary Public for SC

My Commission Expires: 3-12-19

INFORMATION

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, a value means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A family partnership is a partnership whose partners are all members of the same family. A family trust is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. A family means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed--pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

ASSET PURCHASE AGREEMENT
BY AND BETWEEN **SYNERGY UTILITIES, LP**, KEITH PARNELL,
AND **SOUTH CAROLINA WATER UTILITIES, INC.** (“**BUYER**”) AND DATED MARCH 31, 2021

Schedule 1(c)

Permits and Licenses

National Pollutant Discharge Elimination System Permit

(for Discharge to Surface Waters)

This NPDES Permit Authorizes

Synergy Utilities, LP

Bush River WWTP

to discharge from a facility located at

***approximately 1,000 feet upstream from Interstate 26 bridge
over the Saluda River in Lexington County***

to receiving waters named

Saluda River

in accordance with limitations, monitoring requirements and other conditions set forth herein. This permit is issued in accordance with the provisions of the Pollution Control Act of South Carolina (S.C. Code Sections 48-1-10 *et seq.*, 1976), Regulation 61-9 and with the provisions of the Federal Clean Water Act (PL 92-500), as amended, 33 U.S.C. 1251 *et seq.*, the "Act."



**Shawn M. Clarke, P.E., Director
Water Facilities Permitting Division**

Issue Date: May 29, 2018

Expiration Date¹: June 30, 2023

Effective Date: July 1, 2018

Permit No.: SC0032743

Modification Date: April 11, 2019

¹ This permit will continue to be in effect beyond the expiration date if a complete timely re-application is received pursuant to Regulation 61-9.122.6 and signed per Regulation 61-9.122.22.



S.C. Department of Health and
Environmental Control

Table of Contents

PART I. Definitions.....	3
PART II. Standard Conditions.....	7
A. Duty to comply	7
B. Duty to reapply	7
C. Need to halt or reduce activity not a defense	8
D. Duty to mitigate	8
E. Proper operation and maintenance	8
F. Permit actions	10
G. Property rights	10
H. Duty to provide information	10
I. Inspection and entry	10
J. Monitoring and records	11
K. Signatory requirement.....	13
L. Reporting requirements	14
M. Bypass.....	20
N. Upset.....	21
O. Misrepresentation of Information	21
Part III. Limitations and Monitoring Requirements	22
A. Effluent Limitations and Monitoring Requirements	22
B. Whole Effluent Toxicity Limitations and Monitoring Requirements	24
C. Groundwater Requirements.....	24
D. Sludge Disposal Requirements.....	24
E. Land Application Requirements	24
F. Instream Biological Assessment	24
Part IV. Schedule of Compliance	25
Part V. Other Requirements	26
A. Effluent Limitations and Monitoring Requirements	26
B. Effluent Toxicity Limitations and Monitoring Requirements	26
C. Groundwater Requirements.....	26
D. Sludge Disposal Requirements.....	26
E. Land Application	29
F. Pretreatment.....	29
G. Additional Operational Requirements.....	31
H. Wastewater Design Flow.....	32
I. Water Treatment Plant Notification	32
Bacteria Supplemental Data Sheet	33

All samples shall be properly preserved in accordance with Part II.J.4. Continuous flow or the sum of instantaneous flows measured and averaged for the specified compositing time period shall be used with composite results to calculate mass.

- E. "Daily discharge" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the day.
- F. "Daily maximum" other than for bacterial indicators (i.e. fecal coliform, E. coli and enterococci) is the highest average value recorded of samples collected on any single day during the calendar month. Daily average for bacterial indicators means the highest arithmetic average of bacterial samples collected for each bacterial indicator species (i.e. fecal coliform, E. coli and/or enterococci) in any 24 hour period during a calendar month.
- G. "Daily minimum" is the lowest average value recorded of samples collected on any single day during the calendar month.
- H. The "Department" or "DHEC" shall refer to the South Carolina Department of Health and Environmental Control.
- I. The "geometric mean" of any set of values is the N^{th} root of the product of the individual values where N is equal to the number of individual values. The geometric mean is equivalent to the antilog of the arithmetic mean of the logarithms of the individual values. For purposes of calculating the geometric mean, values of zero (0) shall be considered to be one (1).
- J. A "grab sample" is an individual, discrete or single influent or effluent portion of at least 100 milliliters collected at a time representative of the discharge and over a period not exceeding 15 minutes and retained separately for analysis.
- K. The "instantaneous maximum or minimum" is the highest or lowest value recorded of all samples collected during the calendar month.
- L. The "monthly average", other than for fecal coliform, E. coli and enterococci, is the arithmetic mean of all samples collected in a calendar month period. Monthly average (for bacterial indicators only) means the calendar month (i.e., 28 days, 29 days, 30 days, or 31 days) geometric mean of all bacterial samples collected [for each of the bacterial indicator species (i.e., E. coli, enterococcus, and/or fecal coliform)] during that calendar month. The monthly average loading is the arithmetic average of all daily discharges made during the month.

is the single highest of the four (4) weekly averages computed during a calendar month. The weekly average loading is the arithmetic average of all daily discharges made during the week.

- U. "Ultimate Oxygen Demand" (UOD) is the oxygen consumed by aquatic microbes in metabolizing the remaining organic and nitrogenous matter in the effluent from the permittee's wastewater treatment plant. This demand is expressed in pounds per day and is calculated by multiplying the effluent biochemical oxygen demand (BOD₅) concentration by the F-ratio and adding that to 4.57 times the effluent ammonia (NH₃-N) concentration and multiplying the sum by the flow and the constant 8.34. The UOD loading is the arithmetic average of all individual loading determinations made during the sampling period.

$$\text{U.O.D. (lbs/day)} = [\{\text{BOD}_5(\text{mg/l}) * \text{F-ratio}\} + \{\text{NH}_3\text{-N}(\text{mg/l}) * 4.57\}] * \text{Flow(MGD)} * 8.34$$

F-ratio = 1.5

Legend (See Effluent Limitations and Monitoring Requirements)

Abbreviation	Meaning/Definition
BOD ₅	5-Day Biochemical Oxygen Demand
TSS	Total Suspended Solids
DO	Dissolved Oxygen
TRC	Total Residual Chlorine
NH ₃ -N	Ammonia Nitrogen
24 Hr C	24 Hour Composite
Cont.	Continuous
Cal	Calculated
Eff.	Effluent
Inst	Instantaneous

permit shall submit a new application 180 days before the existing permit expires, unless permission for a later date has been granted by the Department. The Department may not grant permission for applications to be submitted later than the expiration date of the existing permit.

C. Need to halt or reduce activity not a defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

D. Duty to mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

E. Proper operation and maintenance

1. The permittee shall at all times properly operate and maintain in good working order and operate as efficiently as possible all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes effective performance based on design facility removals, adequate funding, adequate operator staffing and training and also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.

2. Power Failures.

In order to maintain compliance with effluent limitations and prohibitions of this permit, the permittee shall either:

- a. provide an alternative power source sufficient to operate the wastewater control facilities;
 - b. or have a plan of operation which will halt, reduce, or otherwise control production and/or all discharges upon the reduction, loss, or failure of the primary source of power to the wastewater control facilities.
3. The permittee shall develop and maintain at the facility a complete Operations and Maintenance Manual for the waste treatment facilities and/or land application system. The manual shall be made available for on-site review during normal working hours. The manual shall contain operation and

(3) Take all reasonable steps to stop and mitigate the impact of releases of wastewater to the environment; and

(4) Notify the Department within 30 days of a proposed change in ownership of a sewer system.

F. Permit actions

This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

G. Property rights

This permit does not convey any property rights of any sort, or any exclusive privilege nor does it authorize any injury to persons or property or invasion of other private rights, or any infringement of State or local law or regulations.

H. Duty to provide information

The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the Department upon request, copies of records required to be kept by this permit.

I. Inspection and entry

The permittee shall allow the Department, or an authorized representative (including an authorized contractor acting as a representative of the Department), upon presentation of credentials and other documents as may be required by law, to:

1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act and Pollution Control Act, any substances or

- e. The analytical techniques or methods used; and
 - f. The results of such analyses.
4. a. Analyses for required monitoring must be conducted according to test procedures approved under 40 CFR Part 136 or, in the case of sludge use or disposal specified in R.61-9.503, unless other test procedures have been specified in the permit
- b. Unless addressed elsewhere in this permit, the permittee shall use a sufficiently sensitive analytical method for each sample that achieves a value below the derived permit limit stated in Part III. For the purposes of reporting analytical data on the Discharge Monitoring Report (DMR):
- (1) Analytical results below the PQL from methods available in 40 CFR 136 or otherwise specified in the permit shall be reported as zero (0), provided the PQL is below the value specified in Part V.G.5 and the result is also below the PQL. Zero (0) shall also be used to average results which are below the PQL. When zero (0) is reported or used to average results, the permittee shall report, in the "Comment Section" or in an attachment to the DMR, the analytical method used, the PQL achieved, and the number of times results below the PQL were reported as zero (0).
 - (2) Analytical results above the PQL from methods available in 40 CFR 136 or otherwise specified in the permit shall be reported as the value achieved, even if the PQL is below the value specified in Part V.G.5. When averaging results using a value containing a < the average shall be calculated using the value and reported as < the average of all results collected.
3. (a) Mass value for a pollutant collected using a grab sample shall be calculated using the 24-hour totalized flow for the day the sample was collected (if available) or the instantaneous flow at the time of the sample and either the concentration value actually achieved or the value as determined from the procedures in (1) or (2) above, as appropriate. Grab samples should be collected at a time representative of the discharge.
- (b) Mass value for a pollutant collected using a composite sample shall be calculated using the 24-hour totalized flow measured for the day the sample was collected and either the concentration value actually achieved or the value as determined from the procedures in (1) or (2) above, as appropriate.
5. The PCA provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$25,000 or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person

representative of that person. A person is a duly authorized representative only if:

- (1) The authorization is made in writing by a person described in Part II.K.1.a of this section;
- (2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.) and,

- (3) The written authorization is submitted to the Department.

c. Changes to authorization. If an authorization under Part II.K.1.b of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Part II.K.1.b of this section must be submitted to the Department prior to or together with any reports, information, or applications to be signed by an authorized representative.

d. Certification. Any person signing a document under Part II.K.1.a or b of this section shall make the following certification: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

2. The PCA provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$25,000 per violation, or by imprisonment for not more than two years per violation, or by both.

L. Reporting requirements

1. Planned changes

The permittee shall give written notice to the Department as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

- (2) The notice includes a written agreement between the existing and new permittees containing a specific date for transfer of permit responsibility, coverage, and liability between them; and
- (3) Permits are non-transferable except with prior consent of the Department. A modification under this subparagraph may also be a minor modification under section 122.63.

4. Monitoring reports

Monitoring results shall be reported at the intervals specified in the permit. Monitoring periods are calculated beginning with the permit effective date, unless otherwise stated elsewhere in this permit. If the permit is modified, the effective date of the modification is used to begin calculation of the monitoring period for those items that are part of the modification unless otherwise stated elsewhere in this permit.

- a. Monitoring results (with the exception of any Annual Reporting requirements under section 503.18, section 503.28, section 503.48 or section 504.18) must be reported on a Discharge Monitoring Report (DMR) or forms provided or specified by the Department for reporting results of monitoring of sludge use or disposal practices.

(1) Effluent Monitoring:

Until final approval of DHEC's designated electronic DMR system, effluent monitoring results obtained at the required frequency shall be reported on a Discharge Monitoring Report Form (EPA Form 3320-1). The DMR is due postmarked no later than the 28th day of the month following the end of the monitoring period. One original and one copy of the Discharge Monitoring Reports (DMRs) shall be submitted to:

S.C. Department of Health and Environmental Control
Bureau of Water/Water Pollution Control Division
Data & Records Management Section
2600 Bull Street
Columbia, South Carolina 29201

Once DHEC notifies the permittee that the electronic DMR system is operational, the permittee will be required to use the electronic DMR system beginning the monitoring period following the notification. Completed electronic DMRs must be received no later than 11:59 PM on the 28th day of the month following the end of the monitoring period.

(2) Groundwater Monitoring:

5. Twenty-four hour reporting

- a. The permittee/system owner (or applicable representative) (hereafter permittee/system owner) shall report any non-compliance that meets the criteria in Part II.L.5.b. Any information shall be provided orally or electronically to the local DHEC office as soon as possible but no later than 24 hours from the time the permittee/system owner becomes aware of the circumstances. During normal working hours (8:30 AM - 5:00 PM Eastern Standard Time) call the appropriate regional office in the table below.

County	DHEC Region	Phone No.
Anderson, Oconee	Upstate Region BEHS Anderson	864-260-5585
Abbeville, Greenwood, Laurens, McCormick	Upstate Region BEHS Greenwood	864-227-5915
Greenville, Pickens	Upstate Region BEHS Greenville	864-372-3273
Cherokee, Spartanburg, Union	Upstate Region BEHS Spartanburg	864-596-3327
Fairfield, Lexington, Newberry, Richland	Midlands Region BEHS Columbia	803-896-0620
Chester, Lancaster, York	Midlands Region BEHS Lancaster	803-285-7461
Aiken, Barnwell, Edgefield, Saluda	Midlands Region BEHS Aiken	803-642-1637
Chesterfield, Darlington, Dillon, Florence, Marion, Marlboro	Pee Dee Region BEHS Florence	843-661-4825
Clarendon, Kershaw, Lee, Sumter	Pee Dee Region BEHS Sumter	803-778-6548
Georgetown, Horry, Williamsburg	Pee Dee Region BEHS Myrtle Beach	843-238-4378
Berkeley, Charleston, Dorchester	Low Country Region BEHS Charleston	843-953-0150
Beaufort, Colleton, Hampton, Jasper	Low Country Region BEHS Beaufort	843-846-1030
Allendale, Bamberg, Calhoun, Orangeburg	Low Country Region BEHS Orangeburg	803-533-5490

After hour reporting should be made to the 24-hour Emergency Response telephone number 1-888-481-0125.

7. Other information.

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.

8. [Reserved]

M. Bypass

1. Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Part II.M.2 and 3 of this section.
2. Notice.
 - a. Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least ten days before the date of the bypass to DHEC/Bureau of Water/Water Facilities Permitting Division.
 - b. Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in Part II(L)(5) of this permit (24-hour reporting).
3. Prohibition of bypass
 - a. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The permittee submitted notices as required under Part II.M.2 of this section.

Part III. Limitations and Monitoring Requirements

A. Effluent Limitations and Monitoring Requirements

1. Final Limits: During the period beginning on May 1, 2019, and lasting through the expiration date, the permittee is authorized to discharge from outfall serial number 001. Such discharge shall be limited and monitored by the permittee as specified below:

Following limits are based on the average design flow of: 0.40 MGD						
Effluent Characteristics	Discharge Limitations			Monitoring Requirements		
	Pounds per Day		Other Units	Measurement Frequency	Sample Type	Sample Point
	Monthly Average	Daily Maximum				
Flow			MR MGD	Daily	Cont.	Eff.
BOD ₅	100	200	30.0 mg/l	2/Month	24 Hr C	Eff.
TSS	100	200	30.0 mg/l	2/Month	24 Hr C	Eff.
NH ₃ -N (Mar-Oct)	63	126	18.75 mg/l	2/Month	24 Hr C	Eff.
NH ₃ -N (Nov-Feb)	MR	MR	MR mg/l	2/Month	24 Hr C	Eff.
TRC ①	1.67	3.34	0.5 mg/l	2/Month	Grab	Eff.
DO			5.0 mg/l Minimum at all times	Daily	Grab	Eff.
pH			6.0 - 8.5 Standard Units	Daily	Grab	Eff.
Total Phosphorus ①	MR	MR	MR mg/l	2/Month	24 Hr C	Eff.
UOD (Mar-Oct) ②	295.8	591.6		1/Month	Calc.	Eff.
UOD (Nov-Feb) ②	MR	MR		1/Month	Calc.	Eff.

① See Part V.G.5.

② See Part I.U.

Note for 2 and 3 above: Sample results reported should include all data collected for this monitoring period including any additional E. coli samples that might be collected under the provisions of R.61-68.E.14(c)(12).

B. Whole Effluent Toxicity Limitations and Monitoring Requirements

Not applicable to this permit.

C. Groundwater Requirements

Not applicable to this permit.

D. Sludge Disposal Requirements

1. Sludge Transportation and Disposal. Sludge solids will be removed from this facility and transported to Waste Management Inc.'s Richland Landfill #402401-1101 (formerly DWP-126) under the following conditions:

- a. All containers for sludge collection and transportation shall be structurally sound in every respect and shall be so constructed as to prevent leakage or spillage of any kind while in the process of pumping, storage, or transit.
- b. The total volume of waste transported shall not exceed the available capacity at the receiving facility.
- c. The hauling of sludge may be revoked or suspended after notice and opportunity for a hearing when, in the opinion of the South Carolina Department of Health and Environmental Control, the Permittee has failed to comply with the permitting, hauling, transportation, or disposal requirements
- d. To the extent provided under Federal and State law, the Permittee is responsible for the handling, transportation, and disposal of all sludge from the various source(s) transported to the approved disposal site. This responsibility includes, but is not limited to spills, accidents, unauthorized leaks, or other hazards which may occur.

E. Land Application Requirements

Not applicable to this permit.

F. Instream Biological Assessment

Not applicable to this permit.

Part V. Other Requirements

A. Effluent Limitations and Monitoring Requirements

1. There shall be no discharge of floating solids or visible foam in other than trace amounts, nor shall the effluent cause a visible sheen on the receiving waters.
2. a. Effluent samples taken in compliance with the monitoring requirements specified in Part III, shall be taken at the following location(s): nearest accessible point after final treatment but prior to actual discharge or mixing with the receiving waters.
- b. Influent samples taken in compliance with the monitoring requirements specified in Part III, shall be taken at the following location(s): nearest accessible point prior to any primary treatment unit (e.g. after the bar screen and before primary treatment).
3. Samples shall be collected in accordance with Part I.
4. MR = Monitor and Report only.

B. Effluent Toxicity Limitations and Monitoring Requirements

1. Acute Toxicity

Not applicable to this permit.

2. Chronic Toxicity

Not applicable to this permit.

3. Biological Assessment

Not applicable to this permit.

C. Groundwater Requirements

Not applicable to this permit.

D. Sludge Disposal Requirements

1. Class I sludge management facilities (includes but is not limited to all facilities with pretreatment programs, Publicly Owned Treatment Works (Facility) with a design flow rate equal to or greater than 1 Million gallons per day, and Facility's that serve 10,000 people or more) shall submit the

5. Records of monitoring required by the permits related to sludge use and disposal activities must be kept at least five (5) years (or longer as required by 40 CFR Part 503 or R.61-9.503).
6. Sludge monitoring procedures shall be those specified in 1) R.61-9.503; 2) 40 CFR Part 503; 3) 40 CFR Part 136; or 4) other procedures specified in the sludge permit (in that order of "preference" depending on the availability and applicability of a particular method at the time the sludge permit is issued).
7. The permittee shall submit the results of all sludge monitoring if done more frequently than required by the sludge permit. The permittee may be required to maintain specific records at the facility and on request may also be required to furnish them to the Department.
8. Odor Control Requirements

The permittee shall use best management practices normally associated with the proper operation and maintenance of a sludge wastewater treatment site, any sludge storage or lagoon areas, transportation of sludges, and all individual activities permitted under R.61-9.503 to ensure that an undesirable level of odor does not exist.

- a. The permittee is required to prepare an odor abatement plan for the sewage sludge treatment sites, any sludge storage or lagoon areas, and land application or surface disposal sites. It must be noted this state regulation that went into effect on June 27, 2003, and continues in effect, required permittees that land-apply sludge to prepare the plan by December 24, 2003. Otherwise, the permittee had until June 27, 2004 to prepare the plan and this requirement remains in effect. The plan must have included the following topics:
 - (1) Operation and maintenance practices which are used to eliminate or minimize undesirable odor levels in the form of best management practices for odor control.
 - (2) Use of treatment processes for the reduction of undesirable odors;
 - (3) Use of setbacks.
 - (4) Contingency plans and methods to address odor problems for the different type of disposal/application methods used.
- b. Unless otherwise requested, prior to issuance of a new or expanded land application disposal permit (either NPDES or ND), the Department may review the odor abatement plan for compliance with this Part (503.50). The Department may require changes to the plan as appropriate.

- b. This permit shall be modified, or alternatively revoked and reissued, to incorporate an approved POTW Pretreatment Program.
- c. Any application for authority to revise categorical pretreatment Standards to reflect POTW removal of pollutants in accordance with the requirements of 40 CFR 403.7 must be submitted to the Department at the time of application for POTW pretreatment program approval or at the time of permit expiration and reissuance thereafter.

2. Prohibited Discharges

In accordance with 24 S.C. Reg. Ann. §61-9.403, the Permittee shall prohibit in its sewer use ordinance and pretreatment program regulations (if a pretreatment program is approved by the Department) the discharge of pollutant(s) into its treatment works by any non-domestic source(s), if such pollutant(s) may inhibit or interfere with the operation or performance of the works. Further, the Permittee shall prohibit in its sewer use ordinance and pretreatment program regulations (if a pretreatment program is approved by the Department) the introduction of the following pollutants into its treatment works:

- a. Pollutant(s) which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.
- b. Pollutant(s) which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such discharges.
- c. Solid or viscous pollutant(s) in amounts which will cause obstruction to the flow in the POTW resulting in interference.
- d. Any pollutant, including oxygen demanding pollutants, (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW.
- e. Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40°C (104°F) unless the Department, upon request of the POTW, approves alternate temperature limits.
- f. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.
- g. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.

Parameter	Analytical Method	PQL
Total Residual Chlorine	①	0.050 mg/l
Total Phosphorus	①	0.050 mg/l

① The Permittee must use a suitable analytical method (40 CFR Part 136 approved) from a SCDHEC certified laboratory with a PQL equal to or lower than the PQL listed above. If the permittee is using a PQL below the PQL listed above, then for purposes of reporting, the lower PQL shall be used in accordance with Part II.J.4.b.

H. Wastewater Design Flow

- a. For the purposes of identification of the treatment capacity (under R.61-67.300.A.8) and for a determination of whether or not a POTW is required to develop a pretreatment program (under R.61-9.403.a), the design flow is 0.40 MGD.
- b. For NPDES billing (under R.61-30.B(2)(b)), the "actual flow" limit for this wastewater treatment facility shall be identified as the design flow of 0.40 MGD.

I. Water Treatment Plant Notification

The permittee shall notify the following downstream water treatment plants of any emergency condition, plant upset, bypass or other system failure, which has the potential to affect the quality of water withdrawn for drinking purposes:

- a. City of West Columbia (intake #S32102)

This notification should be made as soon as possible and in anticipation of such event, if feasible, without taking away any response time necessary to attempt to alleviate this situation.

3. Report the total number of bacterial samples collected in the previous twelve months: _____
(If requested, this data must be provided to the Department to verify this information)

4. Choose one of the following:

- a. ☐ The number from item #3 above is less than 120; and no more than one (1) bacterial sample exceeded the daily maximum limit in the previous twelve (12) months, and that value is identified in item #1 above.
- b. ☐ The number in item #3 above is 120 samples or more, and no more than four (4) individual bacterial samples exceeded the daily maximum limit in the previous twelve (12) months, and those values were:

Sample Number	Sample Result (MPN/100 ml)	Sample Date (mm/dd/yyyy)	Parameter
1.	Same as Item #1 above	Same as Item #1 above	Same as Item #1 above
2.		/ /	<input type="checkbox"/> E.coli <input type="checkbox"/> Enterococci <input type="checkbox"/> Fecal coliform
3.		/ /	<input type="checkbox"/> E.coli <input type="checkbox"/> Enterococci <input type="checkbox"/> Fecal coliform
4.		/ /	<input type="checkbox"/> E.coli <input type="checkbox"/> Enterococci <input type="checkbox"/> Fecal coliform

c. ☐ Neither (a) **nor** (b) above is true*.

5. The following statements are true:

- a. The disinfection equipment and wastewater solids handling system were fully functional and operating during this monitoring period.
- b. There is neither an existing Consent Order nor Administrative Order associated with the facility's operation of this disinfection system.
- c. The laboratory data included with this report is sufficiently sensitive to accurately represent the effluent bacteria concentrations. No values for the monitoring period were reported as ">" greater than.

* If you check any of the starred boxes or if statements 5(a), (b) or (c) are not true, you cannot use this form.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather

National Pollutant Discharge Elimination System Permit

(for Discharge to Surface Waters)

This NPDES Permit Authorizes

Synergy Utilities, LP

Bush River WWTP

to discharge from a facility located at

***approximately 1,000 feet upstream from Interstate 26 bridge
over the Saluda River in Lexington County***

to receiving waters named

Saluda River

in accordance with limitations, monitoring requirements and other conditions set forth herein. This permit is issued in accordance with the provisions of the Pollution Control Act of South Carolina (S.C. Code Sections 48-1-10 *et seq.*, 1976), Regulation 61-9 and with the provisions of the Federal Clean Water Act (PL 92-500), as amended, 33 U.S.C. 1251 *et seq.*, the "Act."



**Shawn M. Clarke, P.E., Director
Water Facilities Permitting Division**

Issue Date: May 29, 2018

Expiration Date¹: June 30, 2023

Effective Date: July 1, 2018

Permit No.: SC0032743

Modification Date: April 11, 2019

¹ This permit will continue to be in effect beyond the expiration date if a complete timely re-application is received pursuant to Regulation 61-9.122.6 and signed per Regulation 61-9.122.22.



S.C. Department of Health and
Environmental Control

Table of Contents

PART I. Definitions.....	3
PART II. Standard Conditions	7
A. Duty to comply	7
B. Duty to reapply	7
C. Need to halt or reduce activity not a defense	8
D. Duty to mitigate	8
E. Proper operation and maintenance	8
F. Permit actions	10
G. Property rights	10
H. Duty to provide information	10
I. Inspection and entry	10
J. Monitoring and records	11
K. Signatory requirement.....	13
L. Reporting requirements	14
M. Bypass.....	20
N. Upset.....	21
O. Misrepresentation of Information	21
Part III. Limitations and Monitoring Requirements	22
A. Effluent Limitations and Monitoring Requirements	22
B. Whole Effluent Toxicity Limitations and Monitoring Requirements	24
C. Groundwater Requirements.....	24
D. Sludge Disposal Requirements.....	24
E. Land Application Requirements	24
F. Instream Biological Assessment	24
Part IV. Schedule of Compliance	25
Part V. Other Requirements	26
A. Effluent Limitations and Monitoring Requirements	26
B. Effluent Toxicity Limitations and Monitoring Requirements	26
C. Groundwater Requirements.....	26
D. Sludge Disposal Requirements.....	26
E. Land Application	29
F. Pretreatment.....	29
G. Additional Operational Requirements.....	31
H. Wastewater Design Flow.....	32
I. Water Treatment Plant Notification	32
Bacteria Supplemental Data Sheet	33

PART I. Definitions

Any term not defined in this Part has the definition stated in the South Carolina Pollution Control Act (PCA) or in "Water Pollution Control Permits", R.61-9 or its normal meaning.

- A. The "Act", or CWA shall refer to the Clean Water Act (Formerly referred to as the Federal Water Pollution Control Act) Public Law 92-500, as amended means the Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub. L. 92-500, as amended by Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483, and Pub. L. 97-117, 33 U.S.C. 1251 et seq. Specific references to sections within the CWA will be according to Pub. L. 92-500 notation.
- B. The "arithmetic mean" of any set of values is the summation of the individual values divided by the number of individual values.
- C. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.
- D. A "composite sample" shall be defined as one of the following four types:
 - 1. An influent or effluent portion collected continuously over a specified period of time at a rate proportional to the flow.
 - 2. A combination of not less than 8 influent or effluent grab samples collected at regular (equal) intervals over a specified period of time and composited by increasing the volume of each aliquot in proportion to flow. If continuous flow measurement is not used to composite in proportion to flow, the following method will be used: An instantaneous flow measurement should be taken each time a grab sample is collected. At the end of the sampling period, the instantaneous flow measurements should be summed to obtain a total flow. The instantaneous flow measurement can then be divided by the total flow to determine the percentage of each grab sample to be combined. These combined samples form the composite sample.
 - 3. A combination of not less than 8 influent or effluent grab samples of equal volume but at variable time intervals that are inversely proportional to the volume of the flow. In other words, the time interval between aliquots is reduced as the volume of flow increases.
 - 4. If the effluent flow varies by less than 15 percent, a combination of not less than 8 influent or effluent grab samples of constant (equal) volume collected at regular (equal) time intervals over a specified period of time. (This method maybe used with prior Department approval.)

All samples shall be properly preserved in accordance with Part II.J.4. Continuous flow or the sum of instantaneous flows measured and averaged for the specified compositing time period shall be used with composite results to calculate mass.

- E. "Daily discharge" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the day.
- F. "Daily maximum" other than for bacterial indicators (i.e. fecal coliform, E. coli and enterococci) is the highest average value recorded of samples collected on any single day during the calendar month. Daily average for bacterial indicators means the highest arithmetic average of bacterial samples collected for each bacterial indicator species (i.e. fecal coliform, E. coli and/or enterococci) in any 24 hour period during a calendar month.
- G. "Daily minimum" is the lowest average value recorded of samples collected on any single day during the calendar month.
- H. The "Department" or "DHEC" shall refer to the South Carolina Department of Health and Environmental Control.
- I. The "geometric mean" of any set of values is the N^{th} root of the product of the individual values where N is equal to the number of individual values. The geometric mean is equivalent to the antilog of the arithmetic mean of the logarithms of the individual values. For purposes of calculating the geometric mean, values of zero (0) shall be considered to be one (1).
- J. A "grab sample" is an individual, discrete or single influent or effluent portion of at least 100 milliliters collected at a time representative of the discharge and over a period not exceeding 15 minutes and retained separately for analysis.
- K. The "instantaneous maximum or minimum" is the highest or lowest value recorded of all samples collected during the calendar month.
- L. The "monthly average", other than for fecal coliform, E. coli and enterococci, is the arithmetic mean of all samples collected in a calendar month period. Monthly average (for bacterial indicators only) means the calendar month (i.e., 28 days, 29 days, 30 days, or 31 days) geometric mean of all bacterial samples collected [for each of the bacterial indicator species (i.e., E. coli, enterococcus, and/or fecal coliform)] during that calendar month. The monthly average loading is the arithmetic average of all daily discharges made during the month.

- M. "POTW" means a treatment works as defined by section 212 of the Clean Water Act, which is owned by a state or municipality (as defined by section 502[4] of the CWA). This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature or a regional entity composed of two (2) or more municipalities or parts thereof. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW Treatment Plant. The term also means the municipality, as defined in section 502(4) of the CWA, which has jurisdiction over the Indirect Discharges to and the discharge from such a treatment works.
- N. "Practical Quantitation Limit (PQL)" is the concentration at which the entire analytical system must give a recognizable signal and acceptable calibration point. It is the concentration in a sample that is equivalent to the concentration of the lowest calibration standard analyzed by a specific analytical procedure, assuming that all the method-specific sample weights, volumes, and processing steps have been followed. It is also referred to as the reporting limit.
- O. "Privately owned treatment works" means any device or system which both is used to treat wastes from any facility whose operator is not the operator of the treatment works and is not a POTW.
- P. "Quarter" is defined as the first three calendar months beginning with the month that this permit becomes effective (unless otherwise specified in this permit) and each group of three calendar months thereafter.
- Q. "Quarterly average" is the arithmetic mean of all samples collected in a quarter.
- R. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- S. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- T. "Weekly average", is the arithmetic mean of all the samples collected during a one-week period. For self-monitoring purposes, weekly periods in a calendar month are defined as three (3) consecutive seven-day intervals starting with the first day of the calendar month and a fourth interval containing seven (7) days plus those days beyond the 28th day in a calendar month. The value to be reported

is the single highest of the four (4) weekly averages computed during a calendar month. The weekly average loading is the arithmetic average of all daily discharges made during the week.

- U. "Ultimate Oxygen Demand" (UOD) is the oxygen consumed by aquatic microbes in metabolizing the remaining organic and nitrogenous matter in the effluent from the permittee's wastewater treatment plant. This demand is expressed in pounds per day and is calculated by multiplying the effluent biochemical oxygen demand (BOD₅) concentration by the F-ratio and adding that to 4.57 times the effluent ammonia (NH₃-N) concentration and multiplying the sum by the flow and the constant 8.34. The UOD loading is the arithmetic average of all individual loading determinations made during the sampling period.

$$\text{U.O.D. (lbs/day)} = [\{\text{BOD}_5(\text{mg/l}) * \text{F-ratio}\} + \{\text{NH}_3\text{-N}(\text{mg/l}) * 4.57\}] * \text{Flow(MGD)} * 8.34$$

F-ratio = 1.5

Legend (See Effluent Limitations and Monitoring Requirements)

Abbreviation	Meaning/Definition
BOD ₅	5-Day Biochemical Oxygen Demand
TSS	Total Suspended Solids
DO	Dissolved Oxygen
TRC	Total Residual Chlorine
NH ₃ -N	Ammonia Nitrogen
24 Hr C	24 Hour Composite
Cont.	Continuous
Cal	Calculated
Eff.	Effluent
Inst	Instantaneous

PART II. Standard Conditions

A. Duty to comply

The permittee must comply with all conditions of the permit. Any permit noncompliance constitutes a violation of the Clean Water Act and the Pollution Control Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application. The Department's approval of wastewater facility Plans and Specifications does not relieve the permittee of responsibility to meet permit limits.

1. a. The permittee shall comply with effluent standards or prohibitions established under section 307(a) of the Clean Water Act for toxic pollutants and with standards for sewage sludge use or disposal established under section 405(d) of the CWA within the time provided in the regulations that establish these standards or prohibitions or standards for sewage sludge use or disposal, even if the permit has not yet been modified to incorporate the requirement.
- b. It is the responsibility of the permittee to have a treatment facility that will meet the final effluent limitations of this permit. The approval of plans and specifications by the Department does not relieve the permittee of responsibility for compliance.
2. Failure to comply with permit conditions or the provisions of this permit may subject the permittee to civil penalties under S.C. Code Section 48-1-330 or criminal sanctions under S.C. Code Section 48-1-320. Sanctions for violations of the Federal Clean Water Act may be imposed in accordance with the provisions of 40 CFR Part 122.41(a)(2) and (3).
3. A person who violates any provision of this permit, a term, condition or schedule of compliance contained within a valid NPDES permit, or the State law is subject to the actions defined in the State law.

B. Duty to reapply

1. If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. Any POTW with a current effective permit shall submit a new application at least 180 days before the expiration date of the existing permit, unless permission for a later date has been granted by the Department. (The Department shall not grant permission for applications to be submitted later than the expiration date of the existing permit)
2. If a privately owned treatment works as defined in Part I.N, wishes to continue an activity regulated by this permit after the expiration date of this permit, the privately owned treatment works must apply for and obtain a new permit. A privately owned treatment works with a currently effective

permit shall submit a new application 180 days before the existing permit expires, unless permission for a later date has been granted by the Department. The Department may not grant permission for applications to be submitted later than the expiration date of the existing permit.

C. Need to halt or reduce activity not a defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

D. Duty to mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

E. Proper operation and maintenance

1. The permittee shall at all times properly operate and maintain in good working order and operate as efficiently as possible all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes effective performance based on design facility removals, adequate funding, adequate operator staffing and training and also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.

2. Power Failures.

In order to maintain compliance with effluent limitations and prohibitions of this permit, the permittee shall either:

- a. provide an alternative power source sufficient to operate the wastewater control facilities;
- b. or have a plan of operation which will halt, reduce, or otherwise control production and/or all discharges upon the reduction, loss, or failure of the primary source of power to the wastewater control facilities.

3. The permittee shall develop and maintain at the facility a complete Operations and Maintenance Manual for the waste treatment facilities and/or land application system. The manual shall be made available for on-site review during normal working hours. The manual shall contain operation and

maintenance instructions for all equipment and appurtenances associated with the waste treatment facilities and land application system. The manual shall contain a general description of: the treatment process(es), the operational procedures to meet the requirements of (E)(1) above, and the corrective action to be taken should operating difficulties be encountered.

4. The permittee shall provide for the performance of daily treatment facility inspections by a certified operator of the appropriate grade as specified in Part V. The inspections shall include, but should not necessarily be limited to, areas which require visual observation to determine efficient operation and for which immediate corrective measures can be taken using the O & M manual as a guide. All inspections shall be recorded and shall include the date, time, and name of the person making the inspection, corrective measures taken, and routine equipment maintenance, repair, or replacement performed. The permittee shall maintain all records of inspections at the permitted facility as required by the permit, and the records shall be made available for on-site review during normal working hours.
5. A roster of operators associated with the facility's operation and their certification grades shall be submitted to the DHEC/Bureau of Water/Water Pollution Control Division. For existing facilities, this roster shall be submitted within thirty (30) days of the effective date of this permit. For new facilities, this roster must be submitted prior to placing the facility into operation. Additionally, any changes in operator or operators (including their certification grades) shall be submitted to the Department as they occur.
6. Wastewater Sewer Systems
 - a. Purpose. This section establishes rules for governing the operation and maintenance of wastewater sewer systems, including gravity or pressure interceptor sewers. It is the purpose of this section to establish standards for the management of sewer systems to prevent and/or minimize system failures that would lead to public health or environmental impacts.
 - b. Applicability. This section applies to all sewer systems that have been or would be subject to a DHEC construction permit under Regulation 61-67 and whose owner owns or operates the wastewater treatment system to which the sewer discharges.
 - c. General requirements. The permittee must:
 - (1) Properly manage, operate, and maintain at all times all parts of its sewer system(s), to include maintaining contractual operation agreements to provide services, if appropriate;
 - (2) Provide adequate capacity to convey base flows and peak flows for all parts of the sewer system or, if capital improvements are necessary to meet this standard, develop a schedule of short and long term improvements;

(3) Take all reasonable steps to stop and mitigate the impact of releases of wastewater to the environment; and

(4) Notify the Department within 30 days of a proposed change in ownership of a sewer system.

F. Permit actions

This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

G. Property rights

This permit does not convey any property rights of any sort, or any exclusive privilege nor does it authorize any injury to persons or property or invasion of other private rights, or any infringement of State or local law or regulations.

H. Duty to provide information

The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the Department upon request, copies of records required to be kept by this permit.

I. Inspection and entry

The permittee shall allow the Department, or an authorized representative (including an authorized contractor acting as a representative of the Department), upon presentation of credentials and other documents as may be required by law, to:

1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act and Pollution Control Act, any substances or

parameters at any location.

J. Monitoring and records

1. a. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
- b. Flow Measurements

Where primary flow meters are required, appropriate flow measurement devices and methods consistent with accepted scientific practices shall be present and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated, and maintained to ensure that the accuracy of the measurements is consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of not greater than 10 percent from the true discharge rates throughout the range of expected discharge volumes. The primary flow device, where required, must be accessible to the use of a continuous flow recorder.

- c. The permittee shall maintain all records of inspections at the permitted facility as required by the permit, and the records shall be made available for on-site review during normal working hours.
2. Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by R.61-9.503 or R.61-9.504), the permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the sample, measurement, report or application. This period may be extended by request of the Department at any time.
3. Records of monitoring information shall include:
 - a. The date, exact place, and time of sampling or measurements;
 - b. The individual(s) who performed the sampling or measurements;
 - c. The date(s) analyses were performed;
 - d. The individual(s) who performed the analyses;

- e. The analytical techniques or methods used; and
 - f. The results of such analyses.
4. a. Analyses for required monitoring must be conducted according to test procedures approved under 40 CFR Part 136 or, in the case of sludge use or disposal specified in R.61-9.503, unless other test procedures have been specified in the permit
- b. Unless addressed elsewhere in this permit, the permittee shall use a sufficiently sensitive analytical method for each sample that achieves a value below the derived permit limit stated in Part III. For the purposes of reporting analytical data on the Discharge Monitoring Report (DMR):
- (1) Analytical results below the PQL from methods available in 40 CFR 136 or otherwise specified in the permit shall be reported as zero (0), provided the PQL is below the value specified in Part V.G.5 and the result is also below the PQL. Zero (0) shall also be used to average results which are below the PQL. When zero (0) is reported or used to average results, the permittee shall report, in the "Comment Section" or in an attachment to the DMR, the analytical method used, the PQL achieved, and the number of times results below the PQL were reported as zero (0).
 - (2) Analytical results above the PQL from methods available in 40 CFR 136 or otherwise specified in the permit shall be reported as the value achieved, even if the PQL is below the value specified in Part V.G.5. When averaging results using a value containing a < the average shall be calculated using the value and reported as < the average of all results collected.
3. (a) Mass value for a pollutant collected using a grab sample shall be calculated using the 24-hour totalized flow for the day the sample was collected (if available) or the instantaneous flow at the time of the sample and either the concentration value actually achieved or the value as determined from the procedures in (1) or (2) above, as appropriate. Grab samples should be collected at a time representative of the discharge.
- (b) Mass value for a pollutant collected using a composite sample shall be calculated using the 24-hour totalized flow measured for the day the sample was collected and either the concentration value actually achieved or the value as determined from the procedures in (1) or (2) above, as appropriate.
5. The PCA provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$25,000 or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person

under this paragraph, punishment provided by the Clean Water Act is also by imprisonment of not more than 4 years.

K. Signatory requirement

1. All applications, reports, or information submitted to the Department shall be signed and certified.

a. Applications. All permit applications shall be signed as follows:

(1) For a corporation: by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:

(a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or

(b) The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or

(3) For a municipality, State, Federal, or other public agency or public facility: By either a principal executive officer, mayor, or other duly authorized employee or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes:

(a) The chief executive officer of the agency, or

(b) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrator, Region IV, EPA).

b. All reports required by permits, and other information requested by the Department, shall be signed by a person described in Part II.K.1.a of this section, or by a duly authorized

representative of that person. A person is a duly authorized representative only if:

- (1) The authorization is made in writing by a person described in Part II.K.1.a of this section;
- (2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.) and,
- (3) The written authorization is submitted to the Department.

c. Changes to authorization. If an authorization under Part II.K.1.b of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Part II.K.1.b of this section must be submitted to the Department prior to or together with any reports, information, or applications to be signed by an authorized representative.

d. Certification. Any person signing a document under Part II.K.1.a or b of this section shall make the following certification: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

2. The PCA provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$25,000 per violation, or by imprisonment for not more than two years per violation, or by both.

L. Reporting requirements

1. Planned changes

The permittee shall give written notice to the Department as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

- a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in R 61-9.122.29(b); or
- b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under Part II.L.8 of this section.
- c. The alteration or addition results in a significant change in the permittee's sewage sludge or industrial sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan (included in the NPDES permit directly or by reference);

2. Anticipated noncompliance

The permittee shall give advance notice to DHEC/Bureau of Water/Water Pollution Control Division of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

3. Transfers

This permit is not transferable to any person except after notice to DHEC/Bureau of Water/NPDES Administration Section. The Department may require modification or revocation and reissuance of the permit to change the name of permittee and incorporate such other requirements as may be necessary under the Pollution Control Act and the Clean Water Act. (See section 122.61; in some cases, modification or revocation and reissuance is mandatory.)

- a. Transfers by modification. Except as provided in paragraph b of this section, a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued (under R.61-9.122.62(e)(2)), or a minor modification made (under R.61-9.122.63(d)), to identify the new permittee and incorporate such other requirements as may be necessary under CWA.
- b. Other transfers. As an alternative to transfers under paragraph a of this section, any NPDES permit may be transferred to a new permittee if:
 - (1) The current permittee notifies the Department at least 30 days in advance of the proposed transfer date in Part II.L.3.b(2) of this section;

- (2) The notice includes a written agreement between the existing and new permittees containing a specific date for transfer of permit responsibility, coverage, and liability between them; and
- (3) Permits are non-transferable except with prior consent of the Department. A modification under this subparagraph may also be a minor modification under section 122.63.

4. Monitoring reports

Monitoring results shall be reported at the intervals specified in the permit. Monitoring periods are calculated beginning with the permit effective date, unless otherwise stated elsewhere in this permit. If the permit is modified, the effective date of the modification is used to begin calculation of the monitoring period for those items that are part of the modification unless otherwise stated elsewhere in this permit.

- a. Monitoring results (with the exception of any Annual Reporting requirements under section 503.18, section 503.28, section 503.48 or section 504.18) must be reported on a Discharge Monitoring Report (DMR) or forms provided or specified by the Department for reporting results of monitoring of sludge use or disposal practices.

(1) Effluent Monitoring:

Until final approval of DHEC's designated electronic DMR system, effluent monitoring results obtained at the required frequency shall be reported on a Discharge Monitoring Report Form (EPA Form 3320-1). The DMR is due postmarked no later than the 28th day of the month following the end of the monitoring period. One original and one copy of the Discharge Monitoring Reports (DMRs) shall be submitted to:

S.C. Department of Health and Environmental Control
Bureau of Water/Water Pollution Control Division
Data & Records Management Section
2600 Bull Street
Columbia, South Carolina 29201

Once DHEC notifies the permittee that the electronic DMR system is operational, the permittee will be required to use the electronic DMR system beginning the monitoring period following the notification. Completed electronic DMRs must be received no later than 11:59 PM on the 28th day of the month following the end of the monitoring period.

(2) Groundwater Monitoring:

Groundwater monitoring results obtained at the required frequency shall be reported on a Groundwater Monitoring Report Form (DHEC 2110) or the format the analyzing laboratory utilizes, postmarked no later than the 28th day of the month following the end of the monitoring period. One original and one copy of the Groundwater Monitoring Report Form (DHEC 2110) shall be submitted to:

S.C. Department of Health and Environmental Control
Bureau of Water/Water Pollution Control Division
Data & Records Management Section
2600 Bull Street
Columbia, South Carolina 29201

(3) Sludge Monitoring:

Sludge monitoring results obtained at the required frequency shall be reported in a laboratory format postmarked no later than the 28th day of the month following the end of the monitoring period. Two copies of these results shall be submitted to:

S.C. Department of Health and Environmental Control
Bureau of Water/Water Pollution Control Division
Data & Records Management Section
2600 Bull Street
Columbia, South Carolina 29201

(4) All other reports required by this permit shall be submitted at the frequency specified elsewhere in the permit to:

S.C. Department of Health and Environmental Control
Bureau of Water/Water Pollution Control Division
Data & Records Management Section
2600 Bull Street
Columbia, South Carolina 29201

- b. If the permittee monitors any pollutant more frequently than required by the permit using test procedures approved under 40 CFR Part 136 or, in the case of sludge use or disposal, approved under 40 CFR Part 136 unless otherwise specified in R.61-9.503, R.61-9.504, or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR or sludge reporting form specified by the Department.
- c. Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Department in the permit.

5. Twenty-four hour reporting

- a. The permittee/system owner (or applicable representative) (hereafter permittee/system owner) shall report any non-compliance that meets the criteria in Part II.L.5.b. Any information shall be provided orally or electronically to the local DHEC office as soon as possible but no later than 24 hours from the time the permittee/system owner becomes aware of the circumstances. During normal working hours (8:30 AM - 5:00 PM Eastern Standard Time) call the appropriate regional office in the table below.

County	DHEC Region	Phone No.
Anderson, Oconee	Upstate Region BEHS Anderson	864-260-5585
Abbeville, Greenwood, Laurens, McCormick	Upstate Region BEHS Greenwood	864-227-5915
Greenville, Pickens	Upstate Region BEHS Greenville	864-372-3273
Cherokee, Spartanburg, Union	Upstate Region BEHS Spartanburg	864-596-3327
Fairfield, Lexington, Newberry, Richland	Midlands Region BEHS Columbia	803-896-0620
Chester, Lancaster, York	Midlands Region BEHS Lancaster	803-285-7461
Aiken, Barnwell, Edgefield, Saluda	Midlands Region BEHS Aiken	803-642-1637
Chesterfield, Darlington, Dillon, Florence, Marion, Marlboro	Pee Dee Region BEHS Florence	843-661-4825
Clarendon, Kershaw, Lee, Sumter	Pee Dee Region BEHS Sumter	803-778-6548
Georgetown, Horry, Williamsburg	Pee Dee Region BEHS Myrtle Beach	843-238-4378
Berkeley, Charleston, Dorchester	Low Country Region BEHS Charleston	843-953-0150
Beaufort, Colleton, Hampton, Jasper	Low Country Region BEHS Beaufort	843-846-1030
Allendale, Bamberg, Calhoun, Orangeburg	Low Country Region BEHS Orangeburg	803-533-5490

After hour reporting should be made to the 24-hour Emergency Response telephone number 1-888-481-0125.

A written submission (using DHEC Form 3685 or submission with equivalent information) shall also be provided to DHEC within 5 days of the time the permittee/system owner becomes aware of the circumstances. The written submission must be sent to the Water Pollution Control Division at the address in Part II.L.4.a(4) of the permit or faxed to 803-898-4215. (Note: Upon notification of availability of a Department electronic reporting system, the written submission shall be made through the electronic system.) The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

b. The following shall be included as information which must be reported within 24 hours under this paragraph.

(1) Any unanticipated bypass which exceeds any effluent limitation in the permit. (See R.61-9.122.44(g)).

(2) Any upset which exceeds any effluent limitation in the permit.

(3) Violation of a maximum daily discharge limitation for any of the pollutants listed below (See R 61-9.122.44(g)):

(a) Total Residual Chlorine

(4) Any non-compliance which may endanger human health or the environment.

(5) Any spill or release that reaches the surface waters of the State.

(6) Any spill or release that exceeds an estimated 500 gallons.

[Note: When investigating a potential release due to a problem with a pump station, the investigation should include an evaluation of upstream manholes.]

c. The Department may waive the written report on a case-by-case basis for reports under Part II.L.5.b of this section if the oral report has been received within 24 hours.

6. Other noncompliance.

The permittee shall report all instances of noncompliance not reported under Part II.L.4 and 5 of this section and Part IV at the time monitoring reports are submitted. The reports shall contain the information listed in Part II.L.5 of this section.

7. Other information.

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.

8. [Reserved]

M. Bypass

1. Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Part II.M.2 and 3 of this section.
2. Notice.
 - a. Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least ten days before the date of the bypass to DHEC/Bureau of Water/Water Facilities Permitting Division.
 - b. Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in Part II(L)(5) of this permit (24-hour reporting).
3. Prohibition of bypass
 - a. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The permittee submitted notices as required under Part II.M.2 of this section.

- b. The Department may approve an anticipated bypass, after considering its adverse effects, if the Department determines that it will meet the three conditions listed above in Part II.M.3.a of this section.

N. Upset

1. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of Part II.N.2 of this section are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
2. Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - a. An upset occurred and that the permittee can identify the cause(s) of the upset;
 - b. The permitted facility was at the time being properly operated; and
 - c. The permittee submitted notice of the upset as required in Part II.L.5.b(2) of this section.
 - d. The permittee complied with any remedial measures required under Part II.D of this section.
3. Burden of proof. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

O. Misrepresentation of Information

1. Any person making application for a NPDES discharge permit or filing any record, report, or other document pursuant to a regulation of the Department, shall certify that all information contained in such document is true. All application facts certified to by the applicant shall be considered valid conditions of the permit issued pursuant to the application.
2. Any person who knowingly makes any false statement, representation, or certification in any application, record, report, or other documents filed with the Department pursuant to the State law, and the rules and regulations pursuant to that law, shall be deemed to have violated a permit condition and shall be subject to the penalties provided for pursuant to 48-1-320 or 48-1-330.

Part III. Limitations and Monitoring Requirements

A. Effluent Limitations and Monitoring Requirements

- Final Limits: During the period beginning on May 1, 2019, and lasting through the expiration date, the permittee is authorized to discharge from outfall serial number 001. Such discharge shall be limited and monitored by the permittee as specified below:

Following limits are based on the average design flow of: 0.40 MGD						
Effluent Characteristics	Discharge Limitations			Monitoring Requirements		
	Pounds per Day		Other Units	Measurement Frequency	Sample Type	Sample Point
	Monthly Average	Daily Maximum				
Flow			MR MGD	Daily	Cont.	Eff.
BOD ₅	100	200	30.0 mg/l	2/Month	24 Hr C	Eff.
TSS	100	200	30.0 mg/l	2/Month	24 Hr C	Eff.
NH ₃ -N (Mar-Oct)	63	126	18.75 mg/l	2/Month	24 Hr C	Eff.
NH ₃ -N (Nov-Feb)	MR	MR	MR mg/l	2/Month	24 Hr C	Eff.
TRC ①	1.67	3.34	0.5 mg/l	2/Month	Grab	Eff.
DO			5.0 mg/l Minimum at all times	Daily	Grab	Eff.
pH			6.0 - 8.5 Standard Units	Daily	Grab	Eff.
Total Phosphorus ①	MR	MR	MR mg/l	2/Month	24 Hr C	Eff.
UOD (Mar-Oct) ②	295.8	591.6		1/Month	Calc.	Eff.
UOD (Nov-Feb) ②	MR	MR		1/Month	Calc.	Eff.

① See Part V.G.5.

② See Part I.U.

2. During the period beginning on the effective date of this permit, and lasting until the expiration date, the permittee is authorized to discharge from outfall serial number 001. Such discharge shall be limited and monitored by the permittee as specified below:

If each E. coli daily maximum (as defined by R.61-68.B.29) during a calendar month reporting period is **less than or equal to** 349 MPN/100 ml **or** the provisions of R.61-68.E.14(c)(12), included as "Bacteria Supplemental Data Sheet" at the end of Part V of this permit, were **not** met, then the following limits apply:

Effluent Characteristics	Discharge Limitations		Monitoring Requirements		
	Monthly Average	Daily Maximum	Measurement Frequency	Sample Type	Sample Point
E. coli (MPN/100ml)	126	349	2/Week	Grab	Effluent

Otherwise, report "Conditional Monitoring-Not Required" on the Discharge Monitoring Report (DMR) form for this portion (Part III.A.2) of the permit, and report all E. coli data for this monitoring period in 3 below.

3. During the period beginning on the effective date of this permit, and lasting until the expiration date, the permittee is authorized to discharge from outfall serial number 001. Such discharge shall be limited and monitored by the permittee as specified below:

If any E. coli daily maximum (as defined by R.61-68.B.29) during a calendar month reporting period is **greater than** 349 MPN/100 ml **and** in each instance the provisions of R.61-68.E.14(c)(12), included as "Bacteria Supplemental Data Sheet" at the end of Part V of this permit, **were** met, then the following limits apply:

Effluent Characteristics	Discharge Limitations		Monitoring Requirements		
	Monthly Average	Individual Sample Maximum	Measurement Frequency	Sample Type	Sample Point
E. coli (MPN/100ml)	126	800 ①	2/Week	Grab	Effluent

① For this reporting period only.

Otherwise report "Conditional Monitoring-Not Required" on the Discharge Monitoring Report (DMR) form for this portion (Part III.A.3) of the permit, and report all E. coli data for this monitoring period in 2 above. In addition, if data is reported in item 3, the "Bacteria Supplemental Data Sheet" contained in Part V of this permit **must** be attached to the Discharge Monitoring Report (DMR) and signed by the authorized DMR representative, documenting compliance with the provisions of R.61-68.E.14(c)(12). If this attachment is not included with the DMR submittal, the permittee may **not** use this portion (Part III.A.3) for reporting E. coli data.

Note for 2 and 3 above: Sample results reported should include all data collected for this monitoring period including any additional E. coli samples that might be collected under the provisions of R.61-68.E.14(c)(12).

B. Whole Effluent Toxicity Limitations and Monitoring Requirements

Not applicable to this permit.

C. Groundwater Requirements

Not applicable to this permit.

D. Sludge Disposal Requirements

1. Sludge Transportation and Disposal. Sludge solids will be removed from this facility and transported to Waste Management Inc.'s Richland Landfill #402401-1101 (formerly DWP-126) under the following conditions:

- a. All containers for sludge collection and transportation shall be structurally sound in every respect and shall be so constructed as to prevent leakage or spillage of any kind while in the process of pumping, storage, or transit.
- b. The total volume of waste transported shall not exceed the available capacity at the receiving facility.
- c. The hauling of sludge may be revoked or suspended after notice and opportunity for a hearing when, in the opinion of the South Carolina Department of Health and Environmental Control, the Permittee has failed to comply with the permitting, hauling, transportation, or disposal requirements
- d. To the extent provided under Federal and State law, the Permittee is responsible for the handling, transportation, and disposal of all sludge from the various source(s) transported to the approved disposal site. This responsibility includes, but is not limited to spills, accidents, unauthorized leaks, or other hazards which may occur.

E. Land Application Requirements

Not applicable to this permit.

F. Instream Biological Assessment

Not applicable to this permit.

Part IV. Schedule of Compliance

A. Schedule(s)

1. In accordance with the Central Midlands Regional Areawide 208 Water Quality Management Plan, this facility is considered a temporary treatment facility and will need to connect to a regional sewer system if connection becomes available (and thereby eliminating the discharge). Upon notification by the Department that connecting to the regional sewer system is available, the permittee shall have 180 days to connect to the regional sewer and cease discharge from this facility.
 - a. In sufficient time to eliminate the discharge the permittee shall:
 - (1) maintain annual contact with the City of Columbia regarding the status of their regional sewer system project, and
 - (2) obtain all necessary approvals and permits (e.g. a construction permit for the sewer connection and the Public Service Commission approval, if necessary).
 - b. This facility must be closed out in compliance with Regulation 61-82 and Regulation 61-9.503, within 180 days of connection to the regional sewer system. The closure plan must be approved by the Department prior to elimination of the facility. In the event that this treatment facility must be abandoned, the local DHEC Regional Office must be notified before the facility connects to the regional sewer system.
2. The permittee shall achieve compliance with the Whole Effluent Toxicity limitations specified for discharges in accordance with the following schedules:

Not applicable to this permit.
3. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each scheduled date.

Part V. Other Requirements

A. Effluent Limitations and Monitoring Requirements

1. There shall be no discharge of floating solids or visible foam in other than trace amounts, nor shall the effluent cause a visible sheen on the receiving waters.
2. a. Effluent samples taken in compliance with the monitoring requirements specified in Part III, shall be taken at the following location(s): nearest accessible point after final treatment but prior to actual discharge or mixing with the receiving waters.
- b. Influent samples taken in compliance with the monitoring requirements specified in Part III, shall be taken at the following location(s): nearest accessible point prior to any primary treatment unit (e.g. after the bar screen and before primary treatment).
3. Samples shall be collected in accordance with Part I.
4. MR = Monitor and Report only.

B. Effluent Toxicity Limitations and Monitoring Requirements

1. Acute Toxicity

Not applicable to this permit.

2. Chronic Toxicity

Not applicable to this permit.

3. Biological Assessment

Not applicable to this permit.

C. Groundwater Requirements

Not applicable to this permit.

D. Sludge Disposal Requirements

1. Class I sludge management facilities (includes but is not limited to all facilities with pretreatment programs, Publicly Owned Treatment Works (Facility) with a design flow rate equal to or greater than 1 Million gallons per day, and Facility's that serve 10,000 people or more) shall submit the

following to EPA Region 7 (Attn: Water Enforcement Branch, EPA Region 7, 11201 Renner Boulevard, Lenexa, KS 66219) with a duplicate copy to the Department:

- a. The information in 40 CFR Part 503.17(a) except the information in 503.17(a)(3)(ii), 503.17(a)(4)(ii) and 503.17(a)(5)(ii), for the appropriate requirements on February 19 of each year.
- b. The information in 40 CFR Part 503.17(a)(5)(ii)(A) through (a)(5)(ii)(G) on February 19 of each year when ninety (90) percent or more of any of the cumulative pollutant loading rates in Table 2 of 503.13 is reached at a site.

The requirements to send information to EPA Region 7 will remain in effect until the State of South Carolina is delegated the sludge program under 40 CFR Part 123 or 40 CFR Part 501. The permittee is also required to send a copy of the information to the Department under the requirements of R.61-9.503.

- c. Until such time as a specific federal sludge disposal permit is issued under the provisions of 40 CFR Part 503, the direct enforceability (§ 503.3(b)) of the sludge standards requires that the permittee shall not use or dispose of sewage sludge through practice for which requirements are established in 40 CFR Part 503, except in accordance with those requirements. If the Department includes State sludge permit requirements under R.61-9.503, the conditions of that permit shall apply in addition to any requirements under 40 CFR Part 503.
2. a. The permittee must obtain prior Departmental approval of planned changes in the facility when the alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use of disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
 - b. The sludge disposal permit may be modified or revoked and reissued if there are material and substantial alterations or additions to the permitted facility or activity (including a change or changes in the permittee's sludge use or disposal practice) which occurred after the permit issuance which justify the application of permit conditions which are different from or absent in the existing permit.
3. The sludge disposal permit may be terminated if there is a change in any condition that requires either a temporary or permanent reduction or elimination of any discharge or sludge use or disposal practice controlled by the permit.
 4. Periodic inspections will be conducted by Department authorized representatives to ensure compliance with State regulations and permit stipulations. Any necessary modification to this permit may be based upon these evaluations.

5. Records of monitoring required by the permits related to sludge use and disposal activities must be kept at least five (5) years (or longer as required by 40 CFR Part 503 or R.61-9.503).
6. Sludge monitoring procedures shall be those specified in 1) R.61-9.503; 2) 40 CFR Part 503; 3) 40 CFR Part 136; or 4) other procedures specified in the sludge permit (in that order of "preference" depending on the availability and applicability of a particular method at the time the sludge permit is issued).
7. The permittee shall submit the results of all sludge monitoring if done more frequently than required by the sludge permit. The permittee may be required to maintain specific records at the facility and on request may also be required to furnish them to the Department.

8. Odor Control Requirements

The permittee shall use best management practices normally associated with the proper operation and maintenance of a sludge wastewater treatment site, any sludge storage or lagoon areas, transportation of sludges, and all individual activities permitted under R.61-9.503 to ensure that an undesirable level of odor does not exist.

- a. The permittee is required to prepare an odor abatement plan for the sewage sludge treatment sites, any sludge storage or lagoon areas, and land application or surface disposal sites. It must be noted this state regulation that went into effect on June 27, 2003, and continues in effect, required permittees that land-apply sludge to prepare the plan by December 24, 2003. Otherwise, the permittee had until June 27, 2004 to prepare the plan and this requirement remains in effect. The plan must have included the following topics:
 - (1) Operation and maintenance practices which are used to eliminate or minimize undesirable odor levels in the form of best management practices for odor control.
 - (2) Use of treatment processes for the reduction of undesirable odors;
 - (3) Use of setbacks.
 - (4) Contingency plans and methods to address odor problems for the different type of disposal/application methods used.
- b. Unless otherwise requested, prior to issuance of a new or expanded land application disposal permit (either NPDES or ND), the Department may review the odor abatement plan for compliance with this Part (503.50). The Department may require changes to the plan as appropriate.

- c. No permittee may cause, allow, or permit emission into the ambient air of any substance or combinations of substances in quantities that an undesirable level of odor is determined to result unless preventative measures of the type set out below are taken to abate or control the emission to the satisfaction of the Department. When an odor problem comes to the attention of the Department through field surveillance or specific complaints, the Department may determine, in accordance with section 48-1-120 of the Pollution Control Act, if the odor is at an undesirable level by considering the character and degree of injury or interference to:
 - (1) The health or welfare of the people;
 - (2) Plant, animal, freshwater aquatic, or marine life;
 - (3) Property; or
 - (4) Enjoyment of life or use of affected property.
- d. After determining that an undesirable level of odor exists, the Department may require:
 - (1) the permittee to submit a corrective action plan to address the odor problem,
 - (2) remediation of the undesirable level of odor within a reasonable timeframe, and
 - (3) in an order, specific methods to address the problem.
- e. In accordance with R.61-9.503.50(e), if the permittee fails to control or abate the odor problems addressed in this section within the specified timeframe, the Department may revoke disposal/application activities associated with the site or the specific aspect of the sludge management program.

E. Land Application

Not applicable to this permit.

F. Pretreatment

1. Pretreatment Regulations and Program Requirements

- a. All industrial users which discharge wastewater into the Permittee's system are required to comply with pretreatment provisions of the Act, as set forth in the General Pretreatment Regulations, 40 CFR Part 403, promulgated thereunder, the approved State Pretreatment Program (R.61-9.403), and the permittee's approved pretreatment program.

- b. This permit shall be modified, or alternatively revoked and reissued, to incorporate an approved POTW Pretreatment Program.
- c. Any application for authority to revise categorical pretreatment Standards to reflect POTW removal of pollutants in accordance with the requirements of 40 CFR 403.7 must be submitted to the Department at the time of application for POTW pretreatment program approval or at the time of permit expiration and reissuance thereafter.

2. Prohibited Discharges

In accordance with 24 S.C. Reg. Ann. §61-9.403, the Permittee shall prohibit in its sewer use ordinance and pretreatment program regulations (if a pretreatment program is approved by the Department) the discharge of pollutant(s) into its treatment works by any non-domestic source(s), if such pollutant(s) may inhibit or interfere with the operation or performance of the works. Further, the Permittee shall prohibit in its sewer use ordinance and pretreatment program regulations (if a pretreatment program is approved by the Department) the introduction of the following pollutants into its treatment works:

- a. Pollutant(s) which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.
- b. Pollutant(s) which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such discharges.
- c. Solid or viscous pollutant(s) in amounts which will cause obstruction to the flow in the POTW resulting in interference.
- d. Any pollutant, including oxygen demanding pollutants, (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW.
- e. Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40°C (104°F) unless the Department, upon request of the POTW, approves alternate temperature limits.
- f. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.
- g. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.

h. Any trucked or hauled pollutants, except at discharge points designated by the POTW.

Upon development of specific limits for these pollutant categories, either in an approved POTW Pretreatment Program or otherwise, such limits shall be deemed prohibitions for the purpose of Section 307(d) of the Act and shall be enforceable in lieu of the general prohibitions set forth above.

G. Additional Operational Requirements

1. The wastewater treatment plant is assigned a classification of Group II-B (Biological) in the Permit to Construct which is issued by the Department. This classification corresponds to an operator with a grade of C.
2. The wastewater treatment plant is assigned a Reliability Classification of Class I, in accordance with Section 67.400 "Reliability Classifications" of the Standards for Wastewater Facility Construction: R.61-67.
3. For parameters with a sample frequency of once per month or greater, the Permittee shall monitor (at least one sample) consistent with conditions established by this Permit on the first (1st) Monday of every calendar month, unless otherwise approved by the Department. (For example; with a once per week (01/07) sampling frequency, the permittee shall monitor one weekly sample on the day of the week noted during the monthly DMR reporting period.)

For parameters with a sampling frequency of less than once per month (if any), the permittee shall monitor these parameters on specific date noted above on any of the months during the appropriate reporting period unless otherwise approved by the Department. (For example, with a once per quarter (1/90) sampling frequency, the permittee may monitor on the day of the week noted in either the first, second or third month in the quarterly reporting period.)

For parameters requiring multiple samples for a single test the Permittee may collect the samples on any date during the reporting period, unless otherwise approved by the Department. The permittee must notify the Department of the planned sampling dates upon request.

In accordance with R.61-9.122.41(j)(1)(iii), the Department may waive compliance with the permit requirement for a specific sampling event for extenuating circumstances. Additional monitoring, as necessary to meet the frequency requirements of this Permit (Part III.A., III.B., and III.C., if applicable) shall be performed by the Permittee.

4. [Reserved]
5. For purposes of reporting, the Permittee shall use the reporting threshold equivalent to the PQL listed below and conduct analyses in accordance with the method specified below:

Parameter	Analytical Method	PQL
Total Residual Chlorine	①	0.050 mg/l
Total Phosphorus	①	0.050 mg/l

① The Permittee must use a suitable analytical method (40 CFR Part 136 approved) from a SCDHEC certified laboratory with a PQL equal to or lower than the PQL listed above. If the permittee is using a PQL below the PQL listed above, then for purposes of reporting, the lower PQL shall be used in accordance with Part II.J.4.b.

H. Wastewater Design Flow

- a. For the purposes of identification of the treatment capacity (under R.61-67.300.A.8) and for a determination of whether or not a POTW is required to develop a pretreatment program (under R.61-9.403.a), the design flow is 0.40 MGD.
- b. For NPDES billing (under R.61-30.B(2)(b)), the "actual flow" limit for this wastewater treatment facility shall be identified as the design flow of 0.40 MGD.

I. Water Treatment Plant Notification

The permittee shall notify the following downstream water treatment plants of any emergency condition, plant upset, bypass or other system failure, which has the potential to affect the quality of water withdrawn for drinking purposes:

- a. City of West Columbia (intake #S32102)

This notification should be made as soon as possible and in anticipation of such event, if feasible, without taking away any response time necessary to attempt to alleviate this situation.

Bacteria Supplemental Data Sheet

Monitoring Period

YEAR MO DAY		YEAR MO DAY	
FROM		TO	

Select the current daily maximum limit	<input type="checkbox"/> 349 MPN/100 ml (E.coli)
	<input type="checkbox"/> 104 MPN/100 ml (Enterococci)
	<input type="checkbox"/> 501 MPN/100 ml (Enterococci)
	<input type="checkbox"/> 43 MPN/100 ml (Fecal coliform)

1. Report data and sample time for daily maximum bacteria value greater than the permitted limitation.

Sample Result (MPN/100 ml) ①	Sample Date (mm/dd/yyyy)	Sample Time (24 Hr. Format)	Parameter
	/ /	: hrs	<input type="checkbox"/> E.coli <input type="checkbox"/> Enterococci <input type="checkbox"/> Fecal coliform

① Sample result above must be less than or equal to 800 MPN/100 ml for E. coli and Enterococci or less than or equal to 200 MPN/100 ml for Fecal Coliform to use this form.

2. Two additional bacterial samples collected within 48 hours of the original sample result (of item #1) that exceeded the daily maximum limitation.

Sample Number	Sample Result (MPN/100 ml)	Sample Date (mm/dd/yyyy)	Sample Time (24 Hr. Format)	Parameter
1.		/ /	: hrs	<input type="checkbox"/> E.coli <input type="checkbox"/> Enterococci <input type="checkbox"/> Fecal coliform
2.		/ /	: hrs	<input type="checkbox"/> E.coli <input type="checkbox"/> Enterococci <input type="checkbox"/> Fecal coliform

The two additional sample results in item #2, do not exceed the daily maximum bacteria limits in the permit and were collected within 48-hours of the original sample result of item #1.

☐ Yes

☐ No*

3. Report the total number of bacterial samples collected in the previous twelve months: _____
(If requested, this data must be provided to the Department to verify this information)

4. Choose one of the following:

- a. ☐ The number from item #3 above is less than 120; and no more than one (1) bacterial sample exceeded the daily maximum limit in the previous twelve (12) months, and that value is identified in item #1 above.
- b. ☐ The number in item #3 above is 120 samples or more, and no more than four (4) individual bacterial samples exceeded the daily maximum limit in the previous twelve (12) months, and those values were:

Sample Number	Sample Result (MPN/100 ml)	Sample Date (mm/dd/yyyy)	Parameter
1.	Same as Item #1 above	Same as Item #1 above	Same as Item #1 above
2.		/ /	<input type="checkbox"/> E.coli <input type="checkbox"/> Enterococci <input type="checkbox"/> Fecal coliform
3.		/ /	<input type="checkbox"/> E.coli <input type="checkbox"/> Enterococci <input type="checkbox"/> Fecal coliform
4.		/ /	<input type="checkbox"/> E.coli <input type="checkbox"/> Enterococci <input type="checkbox"/> Fecal coliform

c. ☐ Neither (a) **nor** (b) above is true*.

5. The following statements are true:

- a. The disinfection equipment and wastewater solids handling system were fully functional and operating during this monitoring period.
- b. There is neither an existing Consent Order nor Administrative Order associated with the facility's operation of this disinfection system.
- c. The laboratory data included with this report is sufficiently sensitive to accurately represent the effluent bacteria concentrations. No values for the monitoring period were reported as ">" greater than.

* If you check any of the starred boxes or if statements 5(a), (b) or (c) are not true, you cannot use this form.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather

and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Name: _____

Signature: _____ Date: _____

Note: The bacteria supplemental data sheets are required only in the event the permittee reports bacteria data under Part III.A.3.

**BEFORE THE BOARD OF HEALTH AND ENVIRONMENTAL CONTROL
STAFF RESPONSE TO REQUEST FOR REVIEW**

Requestor(s): Synergy Utilities, LP; RFR Received March 12, 2019

Docket No. 19-RFR-8: The Requestor challenges the Department Staff's issuance of a letter concluding that the reissuance of an NPDES permit to Raintree Acres would be inconsistent with the applicable regulations and the 208 Water Quality Management Plan.

As a preliminary matter, Department staff takes the position that the issuance of this letter does not constitute a staff decision triggering the appeals procedure under S.C. Code Ann. § 44-1-60. Nonetheless, we provide the following as a staff response to the Request for Review submitted by the Requestor.

OGC Number: 2019-EA-BW08-0001

I. Summary

a. Background

The Department, through the Domestic Wastewater Permitting program, issues National Pollutant Discharge Elimination System (NPDES) permits to domestic wastewater treatment plants, allowing them to discharge treated wastewater, in accordance with the Clean Water Act. Section 208 of the Clean Water Act requires that area wide wastewater management plans (208 Water Quality Management Plan) be developed and implemented. 208 Water Quality Plans are developed by a designated management agency as a means to determine which utilities have the current or future capability/capacity to provide wastewater service to a given area to best protect the environment and public health. These utilities are designated as regional providers. Any wastewater system not designated as a regional provider is considered temporary and is required to connect to the regional provider when service is available.

The Water Quality Management Plan for Richland County is developed and implemented by the Central Midlands Council of Governments (CMCOG). CMCOG has designated Richland County as the regional wastewater provider for the area served by the Raintree facility in their 208 Water Quality Management Plan.

In the Domestic Wastewater Permitting program, applications are reviewed to ensure the location of the discharge will be protective of the environment and human health. This is required by the Clean Water Act and regulation 61-9 Water Pollution Control Permits. As part of the permitting process, the application is reviewed by the Department for compliance with the applicable 208 Water Quality Plan.

b. Description of Department's Action

The Department issued a letter on February 25, 2019 asserting that reissuing the Raintree Acres NPDES permit would be in conflict with the 208 Water Quality Management Plan. This letter did not constitute a denial of a renewed permit, as a denial or reissuance of an

Raintree

MAR 27 2019

Clerk, Board of Health
and Environmental Control

NPDES permit must be placed on public notice via a Notice of Intent pursuant to R. 61-9.124-10.

c. Parties

The Department is responsible for the issuance of a NPDES Permit.

The Requestor for this RFR is Synergy Utilities, LP, the NPDES permittee.

d. Location

Raintree Acres Community, Richland County

e. Relevant Chronology

July 15, 2003 – The Department issued NPDES permit SC0039055 issued to Synergy. (Attachment A).

April 16, 2004 – Public Service Commission of South Carolina denied the request for Midlands Utility, Inc. to interconnect with Richland County utilities. (Attachment B).

January 18, 2007 – Synergy submitted the NPDES renewal application.

October 18, 2018 – Meeting between Department staff and Synergy to discuss their desire for DHEC to reissue the NPDES permit. During this meeting DHEC explained how the reissuance of their permit would conflict with the 208/Water Quality Management Plan and regulations. Department staff explained to Synergy that they were legally operating under the administrative continuance language in the expired NPDES permit, and that Department staff would not be reissuing the permit.

November 15, 2018 – Synergy wrote a letter requesting DHEC to reconsider the decision to not reissue the permit. (Attachment C).

February 25, 2019 – DHEC responded to Synergy's request asserting that the reissuance of the NPDES permit for Raintree Acres would be in conflict with the 208 Water Quality Management Plan. (Attachment D).

March 12, 2019 – This Request for Review was submitted by Synergy's attorney.

f. Challenged Action

On February 25, 2019 a letter was sent to Synergy stating reissuance of the NPDES permit for Raintree Acres would be inconsistent with the 208 Water quality Management Plan.

II. Relevant Law

a. Statute

S.C. Code Ann. §48-1-50(3): The Department may [i]ssue, deny, revoke, suspend or modify permits, under such conditions as it may prescribe for the discharge of sewage, industrial waste or other waste or air contaminants or for the installation or operation of disposal systems or sources or parts thereof...

b. Regulation

S.C. Code Ann. Regs. 61-9.122.4: No permit may be issued:

(g) (1) For any discharge inconsistent with a plan or plan amendment approved under section 208(b) of CWA, unless the Department finds such variance necessary to protect the public health, safety, and welfare;

(2) In reissuance of a permit which requires connection to a regional sewer system or other treatment facilities under the water quality management plan under section 208 of the CWA, once the permittee is notified by the Department that the regional sewer system is operational.

c. Federal Requirements

Section 208(b) of the Clean Water Act requires the designated planning agency (CMCOG for Richland County) to prepare a plan that includes:

the identification of treatment works necessary to meet the anticipated municipal and industrial waste treatment needs of the area over a twenty-year period, annually updated (including an analysis of alternative waste treatment systems), including any requirements for the acquisition of land for treatment purposes; the necessary waste water collection and urban storm water runoff systems;

208(e): No permit under section 402 of this Act shall be issued for any point source which is in conflict with a plan approved pursuant to subsection (b) of this section.

CMCOG has not certified that the reissuance request for the Raintree Acres WWTF is in compliance with the 208 plan, therefore the reissuance of the permit is not proper at this time.

III.

Response to Request for Review

A. Requestor states: There is no regional provider available to provide wastewater service to Synergy's Raintree Acres' customers.

Staff Response: Richland County is designated as the regional provider in CMCOG's 208 Water Quality Management Plan. Raintree Acres is a subdivision located within Richland County and within 1 mile of the Richland County Utilities' Broad River Road WWTF's collection system. Once physically connected, the Broad River Road WWTF will provide treatment and the Raintree Acres WWTP discharge will be eliminated. This connection is consistent with the 208 Plan and the intent of the NPDES program. Synergy has already contacted Richland County to start the negotiation process for interconnection, thus allowing Richland County to treat the wastewater from Raintree Acres.

If Synergy believes they should be the regional provider they may approach the CMCOG to request a modification to the 208 Plan in order for the CMCOG to determine whether they should be designated as a regional provider. If the CMCOG were to approve such a

request, then the Department could reissue the permit in compliance with the CWA and R. 61-9.

B. Requestor states: In approving the PER and issuing the construction permit, DHEC concluded that the Raintree Acres WWTF complied with the 208 Plan.

Synergy's predecessor (Midlands Utilities) complied with their NPDES permit and submitted a request to the Public Service Commission (PSC) for an interconnection with Richland County for Richland County to provide bulk sewer service for Raintree Acres. At the time the PSC denied the request and Midlands Utilities complied with the schedule within their permit to upgrade the Raintree Acres wastewater treatment plant. It has been approximately 15 years since the PSC Order was issued, and in that time the 208 requirement to tie in to a regional provider has not changed. Regulation 61-9 has been modified. R. 61-9.122.4 states that:

No permit may be issued:

(g) (1) For any discharge inconsistent with a plan or plan amendment approved under section 208(b) of CWA, unless the Department finds such variance necessary to protect the public health, safety, and welfare;

(2) In reissuance of a permit which requires connection to a regional sewer system or other treatment facilities under the water quality management plan under section 208 of the CWA, once the permittee is notified by the Department that the regional sewer system is operational.

Synergy has the option to continue negotiations with Richland County to connect with the Broad River Road WWTF and return before the PSC for approval or denial of the new contract terms and connection.

The Department is not singling out the Raintree Acres system. The 208 Water Quality Management Plan and regulations treat all non-designated providers as "temporary treatment facilities." This was stated on page 21 of the 2003 NPDES permit for Raintree Acres. (Attachment A). The requirement to connect with a regional provider for wastewater service has been included in the 2003 NPDES permit as well as the 1989 NPDES permit. (Attachment E). The Department has remained consistent in communication that Raintree Acres follow the 208 Water Quality Management Plan, and that we must follow our regulations.

Raintree Acres waste's will be treated by the Broad River Road WWTF. Broad River Road will treat the waste in compliance with the effluent limits in their current NPDES permit.

C. Requestor states: By any objective standard, the Raintree Acres WWTF better protects the environment than the regional provider and is the only available

WWTF to provide reasonable, feasible and economical wastewater service to the Raintree Acres customers.

The CMCOG 208 plan has recently been the basis for other WWTF's to connect to designated regional providers. CWS I-20 has tied into the Lexington County wastewater system. A connection between Blue Granite Water System's Friarsgate wastewater system and the City of Columbia's wastewater system is currently under construction. Similar to the situations listed above, Raintree Acres WWTF is another temporary discharge that is required to be eliminated under the current CMCOG 208 plan.

The Broad River Road WWTF that Raintree Acres will connect to is a permitted facility that is required to meet permit limits that are protective of the environment. Once connected, the Raintree Acres WWTP discharge will be closed out, in compliance with 208 plan and the NPDES program.

D. Requestor states: DHEC's decision not to renew the discharge permit impairs Synergy's ability to protect its financial interest, to protect the waters of the Broad River and to provide reasonable, feasible and economical wastewater services.

The financial issues raised by the Requestor fall outside the permitting authority of the Department. The Department's role within the NPDES program is to protect the environment and to follow Federal and State law. Once connected, the Broad River Road WWTF will provide treatment and protect water quality according to their NPDES permit discharge limits.

E. Requestor states: Were DHEC to reverse course now and deny a permit to a wastewater service provider that was in all respects in compliance with the 208 plan and its NPDES permit would be fundamentally unfair and would undermine confidence in the regulatory process.

Synergy has an expired NPDES permit for the Raintree Acres WWTF. This expired permit allows for continual operation after expiration, provided that a Synergy submitted a timely and complete application for reissuance of the NPDES permit. Synergy has complied with this part of the permit, therefore is continuing to operate the Raintree Acres WWTF legally and in compliance with Department regulations.


As stated above, the Department has not denied Synergy a permit. In order to deny or grant such a permit the regulations set forth a detailed process that includes public notice requirements. Though the Department's February 25, 2019 letter states a Department position, the Department has continued to allow Synergy to operate under the expired permit. The Department has not gone through the formal regulatory process for either denying or granting a permit.

If the Department were to issue the permit, it would be in conflict with Regulation 61-9. As noted above, R. 61-9.122.4 prohibits the reissuance of a permit that is inconsistent with an approved 208 plan.

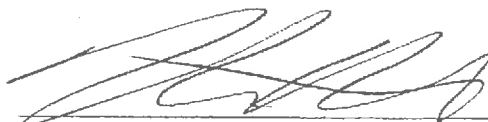
IV. Requested Action

Based on the foregoing, Department staff requests that the Board decline to hold a final review conference in the above-referenced matter.

Respectfully Submitted,



Shawn M. Clarke, PE
Director, Water Facilities Permitting Division
S.C. Department of Health & Environmental Control



Nathan M. Haber
Assistant General Counsel
S.C. Department of Health & Environmental Control

Attachment A

National Pollutant Discharge Elimination System Permit

(for Discharge to Surface Waters)

This NPDES Permit Authorizes

SYNERGY UTILITIES, L.P.

Raintree Acres WWTP

to discharge from a facility located at

***Beachwood Lane off Hollingshed Road about six miles north of
Interstate I-20 in
Richland County***

to receiving waters named

Broad River

in accordance with limitations, monitoring requirements and other conditions set forth herein. This permit is issued in accordance with the provisions of the Pollution Control Act of South Carolina (S.C. Code Sections 48-1-10 *et seq.*, 1976), Regulation 61-9 and with the provisions of the Federal Clean Water Act (PL 92-500), as amended, 33 U.S.C. 1251 *et seq.*, the "Act."



**Jeffrey P. deBessonet, P.E., Director
Water Facilities Permitting Division**

Issue Date: July 15, 2003

Expiration Date¹: September 30, 2007

Effective Date: August 1, 2003

Permit No.: SC0039055

¹This permit will continue to be in effect beyond the expiration date if a complete timely re-application is received pursuant to Regulation 61-9.122.6 and signed per Regulation 61-9.122.22.



S.C. Department of Health and
Environmental Control

Part IV. Schedule of Compliance

A. Schedule(s)

1. This facility is considered a temporary treatment facility. The permittee shall achieve compliance with the effluent limitations specified for discharges in accordance with the following schedules:

- a. Elimination: In accordance with the Area Wide 208 Water Quality Management Plan, since the regional sewerage system has been constructed that allows for tie-in.
 - i. On or before July 7, 2003, submit to the Public Service Commission (PSC) for approval a contract for sewer service.
 - ii. If the contract is approved by the PSC, within sixty (60) days of the PSC's final order, submit to the Department approvable plans and specifications and an application for a permit to construct addressing elimination of the discharge by connection to the regional sewer, including a plan for facility closure.
 - iii. Within forty-five (45) days of the issuance of the permit to construct, start construction on the connection to the regional sewer.
 - iv. Complete construction of the connection and divert influent wastewater to the regional system within one hundred twenty (120) days from the date of the start of construction.
 - v. Close out the WWTF in accordance with the approved closure plan within two hundred seventy (270) days from the date of diverting the influent wastewater to the regional system.
- b. Upgrade: If the contract above is denied by the Public Service Commission (PSC),
 - i. Within thirty (30) days of the PSC's final order denying the contract, submit to the Department supplemental information on the PER submitted by HPG and Company on July 5, 2002. The permittee must adequately address all comments in the Department's PER review letter dated October 3, 2002 (to Ken Parnell from Michael Montebello (DHEC)) and have an approvable PER based on the requirements of R.61-67.
 - ii. Submit approvable plans and specifications for facility upgrade and an application for a permit to construct within sixty (60) days of the Department's approval of the PER.
 - iii. Start construction for facility upgrade within ninety (90) days of the issuance of the permit to construct.
 - iv. (a) Complete construction (for all items other than the compliance for Reliability Class I) for facility upgrade within one hundred eighty (180) days of the date of the

start of construction. After the approval to place in operation, place upgraded wastewater system in service.

- (b) Complete construction of work items associated with Class I Reliability within three hundred sixty (360) days of the issuance of a Permit to Construct.
 - v. Comply with the final effluent limits on the first day of the second month after the date of completion of construction for facility upgrade for the work items noted in item iv (a) above.
2. The permittee shall achieve compliance with the Whole Effluent Toxicity limitations specified for discharges in accordance with the following schedules:
- Not applicable to this permit.
3. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 10 days following each scheduled date.

Attachment B

BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2003-218-S - ORDER NO. 2004-203

APRIL 16, 2004

IN RE: Application of Midlands Utility, Inc. for) ORDER
Approval of a Pending Contract with) DISAPPROVING
Richland County for Bulk Service Collection) CONTRACT
from the Raintree Sewage Collection Facility)
Located in Richland County, South Carolina.)

This matter comes before the Public Service Commission of South Carolina (the Commission) pursuant to S.C. Code Ann. Section 58-5-210(1976) and 26 S.C. Code Regs. 103-503 and 103-541 (Supp. 2003) by way of an Application filed by Midlands Utility, Inc. (Midlands) on July 3, 2003, for approval by this Commission of a contract with Richland County (Richland) for the bulk service collection of sewage from Midlands' Raintree Sewage Collection Facility. The primary issue for consideration by this Commission is whether the proposed contract is in the public interest.

Midlands was represented by Scott Elliott, Esquire and Charles Cook, Esquire and presented testimony from its President Keith G. Parnell. The Consumer Advocate intervened in this matter and was represented by Elliott F. Elam, Jr., Esquire. The Commission Staff was represented by F. David Butler, General Counsel and presented testimony, under subpoena, of Mr. Jeffrey deBessonnet of the South Carolina Department of Health and Environmental Control (DHEC).

Two public witnesses appeared before the Commission on this matter. Ms. Susan Elwood and Ms. Gail Flowers are both residents of the Raintree subdivision. Both voiced objections to a substantial increase in the sewage rates they are currently paying.

Findings of Fact

1. Midlands is a closely held South Carolina Corporation which owns and operates wastewater treatment facilities and sewer facilities in Fairfield, Lexington, Orangeburg, and Richland Counties. Midlands serves approximately 317 residents in and near the Raintree subdivision in Richland County.

2. Midlands is a public utility as defined in S.C. Code Ann. Section 58-5-10(3) and is subject to the jurisdiction of the Commission pursuant to S.C. Code Ann. Section 58-5-210.

3. The South Carolina Department of Health and Environmental Control (DHEC) has authority over Midlands in that it regulates the wastewater discharges from the Raintree sewage collection facility through the issuance to Midlands of National Pollutant Discharge Elimination Systems Permits ("NPDES Permits") pursuant to the Central Midlands Council of Governments (COG) wastewater treatment management plan (herein the "208 Plan"). The COG is authorized pursuant to Section 1288 of the Federal Water Pollution Control Act (33 U.S.C.A. Sec. 1251; the "Clean Water Act") to prepare the 208 Plan which is an area-wide waste treatment management plan. The COG's 208 Plan includes area served by Midlands' Raintree facility.

4. In accordance with the provisions of the 208 Plan, Midlands was ordered by DHEC, under DHEC Order No. 03-043-W, to enter into a contract with Richland

County to connect the Raintree sewage collection facility to Richland County's wastewater treatment facility. The contract demanded by the DHEC Order, however, is subject to the approval of this Commission.

5. Under the DHEC Order, Midlands negotiated a contract with Richland County. The terms of that contract require the payment of a \$2,200 tap fee for each of the 317 residents of Raintree to be paid to Richland County for a total cost of \$697,000. Richland County proposes to finance this fee over a twenty-year period at an annual interest rate of six and one-half percent (6½%). In addition to this cost, Midlands estimates an additional cost of \$75,000 to connect the present Raintree collection system to Richland County. Richland's operation and maintenance fee will be set at \$2.85/1000 gallons per month.

6. We find that based on the above stated fees as provided in the Contract, and Midlands' collection only residential sewer charge established by Commission Order No. 2002-138 in Docket No. 2001-380-S, that the estimated average charges for Raintree residents would increase from its current \$26.70 to \$51.34 per month. This represents a 92.3% increase in rates.

7. We find that Midlands' estimated cost to upgrade the Raintree facility to DEHC standards is approximately \$400,000. When total costs to include Midlands' expenses, interest cost, depreciation, and construction are complete, Midlands estimates that the monthly sewer charges to their customers in Raintree will rise from the current \$26.70 per month to an estimated \$39.51 per month or a 48% increase in rates.

8. We further find that DHEC Order 03-043-W provides that should this Commission disapprove the Contract between Midlands and Richland County that Midlands will be required to seek a permit from DHEC to upgrade the Raintree sewage collection facility and that Midlands complete construction of the upgrade within two hundred forty (240) days of the denial of this Commission.

9. We find that that the testimony reveals that it is in the public interest of the affected customers, and in agreement with the positions of both the Company and the Consumer Advocate, that the Commission disapprove the contract between Midlands and Richland County for bulk service collection from the Raintree sewage collection facility.

10. We finally find that the disapproval of the contract in no way authorizes, entitles, or guarantees Midlands an increase or change in the rates and fees charged its customers in Raintree and that the Company must request any such increase in a future proceeding before this Commission.

Conclusions of Law

1. We conclude that Midlands is a public utility as defined by S.C. Code Ann. Section 58-5-10(3) and is subject to the jurisdiction of this Commission pursuant to S.C. Code Ann. Section 58-5-210.

2. We conclude that this matter was referred to this Commission by Order of the South Carolina DHEC (Order No. 03-043-W) based on DHEC's ruling that Midlands had violated provisions of the Pollution Control Act, S.C. Code Ann. Sections 48-1-10 et seq. (1987 & Supp. 2003).

3. We conclude that under the DHEC Order that Midlands was required to file with this Commission, for its approval, a contract for sewer service with the regional sewer provider, Richland County. Under the aforesaid Order, Midlands filed a proposed contract between itself and Richland County with this Commission, which is the subject of this action, on July 8, 2003.

4. We further conclude that the DHEC Order provides for a contingency in the case of this Commission disapproving the submitted contract with Richland County. This contingency requires Midlands to submit to DHEC, within sixty days of the issuance of this Order, plans, specifications and an application for a permit to construct upgrades to the Raintree wastewater treatment facility to meet permitted discharge limits.

5. We conclude that based on the provisions of the DHEC Order and the evidence and testimony presented before this Commission in this matter that it is in the public interest for this Commission to disapprove the proposed Contract. Under the DHEC Order, Midlands may petition DHEC for the appropriate authority and permits to upgrade the Raintree sewage collection facility. Based on the testimony and evidence presented to this Commission, that course of action is the most cost effective method of providing the Raintree residents with continued sewer service.

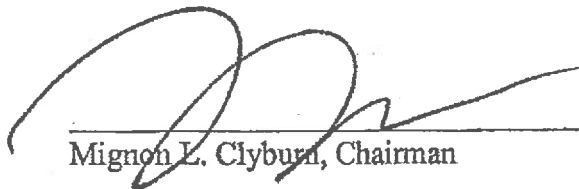
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

1. That the contract between Midlands and Richland County is disapproved.
2. That Midlands comply with the terms, conditions, and timelines provided in DHEC Order No. 03-43-W to submit any requisite applications, requests, plans and

specifications to DHEC for construction upgrades to the Raintree wastewater treatment facility to meet permitted discharge limits.

3. This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:


Mignon L. Clyburn, Chairman

ATTEST:


Bruce F. Duke, Executive Director

(SEAL)

Attachment C



816 EAST MAIN STREET
LEXINGTON, SOUTH CAROLINA 29072
TELEPHONE: (803) 359-4803
SYNERGYUTILITIESLP@GMAIL.COM

RECEIVED

NOV 27 2018

WATER FACILITIES
PERMITTING DIVISION

November 15, 2018

Dr. Kyle Maurer, Manager
Domestic Wastewater Permitting Section
Water Facilities Permitting Division
South Carolina Department of Health and Environmental Control
2600 Bull Street
Columbia SC 29201

RE: Raintree Acres
NPDES Permit #SC0039055

Dear Dr. Maurer:

Thank you and Shawn Clarke for meeting with Scott Elliott and me October 18, 2018 concerning the above referenced NPDES Permit. Synergy Utilities, LP ("Synergy") has been verbally informed that DHEC does not intend to reissue the discharge permit for the above referenced facility that incorporates new UOD parameters for the Saluda, Broad and Congaree River Basins. It is our understanding that the Central Midlands Council of Governments (CMCOG) will not certify 201/208 conformance. For the reasons set out, I would respectfully request that DHEC reconsider and issue the discharge permit.

In approximately 2005, Synergy's predecessor Midlands Utility, Inc. ("Midlands") negotiated an agreement in good faith with Richland County to provide wholesale wastewater treatment for the Raintree/ Dutch Village Communities in Richland County. This contract was submitted to the South Carolina Public Service Commission (SCPSC) and by Order No. 2004-203 dated April 16, 2004 in Docket No. 2003-218-S, the SCPSC denied Midlands' request for approval of its contract with Richland County. Consequently, Midlands submitted a PER, plans and specifications for a new replacement wastewater facility to DHEC. These were approved by DHEC and the facility was constructed at considerable cost to Midlands and its customers.

During our meeting we discussed that DHEC in essence has determined to deny the permit to Synergy and we demonstrated that DHEC's refusal to grant the permit is not in the public interest and would prove to be unjust and unreasonable to Synergy and its customers. Listed below are our points of discussion of why the permit should be renewed:

1. A great deal of cost and effort were expended by the utility to comply with our discharge permit. Synergy's customers have been paying these costs and will continue to pay these costs whether or not the permit is issued. Moreover, the utility constructed a modern state of the art facility that has had few violations. The new more stringent permit will include UOD and more frequent bacteria monitoring and the Raintree facilities will meet the new permit limits.

2. Richland County, the regional provider, has a proven track record of significant non-compliance as classified by USEPA. Richland County's history of significant violations frequently have persisted for months. By any objective standard, Synergy's Raintree facility better protects the environment than the regional provider.
3. Connecting to the regional provider utilizing a wholesale agreement creates an unnecessary financial hardship on the residents of Raintree/ Dutch Village communities. Our customers in both of these communities are the working poor. Richland county's wholesale rates will result in our customers paying much more than they would pay under Synergy's tariffs and much more than the regional provider's customers. Synergy will in effect become a collection agency for Richland County. By any objective standard, Synergy's customers will be prejudiced by any wholesale agreement with Richland County.
4. DHEC's failure to issue a permit acts to prejudice Synergy and its customers putting Synergy at an unfair advantage in any negotiations with the regional provider. All negotiation leverage is lost when the regional provider has a valid permit and the other party does not.
5. DHEC's failure to issue a permit creates a negative image for Synergy even though the utility has demonstrated a history of compliance with the limitations imposed on its discharge from this facility. This image further devalues the utility. Even if the facility maintains a perfect compliance, it is subject to risk to its reputation because there is no current permit (just as it was with the CWS I-20 facility).
6. DHEC creates estoppel issues by its failure to issue the permit. Midlands and Synergy have at all times complied with the law. First, Midlands applied for and obtained authority to provide for the discharge into the Broad River. Midlands negotiated and entered a wholesale agreement with Richland County and presented it to the SCPSC for approval. When the wholesale agreement was rejected by the SCPSC, Midlands promptly applied for and was granted authority to construct a replacement facility. Unlike other similar instances, Midlands and Synergy constructed and operated the facility in a responsible manner.

Thank you for your consideration in this matter. We look forward to a timely resolution of this issue. Delay of the issue will only hamper negotiations with the regional provider. We strongly urge the permit renewal with language to encourage good faith negotiations by BOTH parties during the first five year permit cycle. Should you have any questions or wish to discuss these matters feel free to contact me.

Sincerely,
SYNERGY UTILITIES, LP



Keith Parnell, PE

cc: file

Scott Elliott, Esq.

Attachment D



February 25, 2019

Mr. Keith Parnell, PE
816 East Main Street
Lexington, SC 29072

Re: Raintree Acres Permit Request
NPDES Permit SC0039055

Dear Mr. Parnell,

Please accept this response to your request for the Department to reconsider our October 18, 2018 decision to not reissue the discharge permit for Raintree Acres. As discussed, the 208 Water Quality Management Plan implemented by the Central Midlands Council of Governments requires the Raintree Acres wastewater system connect to the Richland County wastewater system and eliminate its NPDES discharge.

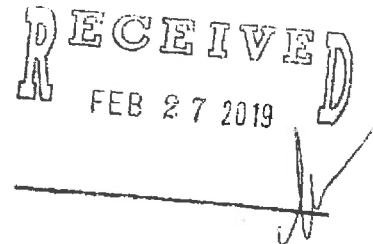
Raintree Acres currently holds a valid NPDES permit. While the permit is expired, the administrative continuance provided by your timely application for renewal allows for the continued discharge of treated wastewater. While we sympathize with your situation and those of your customers, it is not within our purview to consider rates or negotiation positions when making permitting decisions.

In keeping with the 208 Water Quality Management Plan, Department will not reissue the discharge permit for Raintree Acres.

Sincerely,

Shawn M. Clarke, PE, Director
Water Facilities Permitting Division

cc: Nanette Edwards, ORS
Scott Elliot, Esq., Elliot & Elliot, P.A.
Nathan Habor, Assistant General Counsel, DHEC





**South Carolina Department of Health
and Environmental Control**
Water Pollution Control
PERMIT

TO DISCHARGE WASTEWATER IN ACCORDANCE WITH THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

THIS CERTIFIES THAT
RAINTREE ACRES SUBDIVISION
MIDLANDS UTILITIES

has been granted permission to discharge wastewater from a facility located at
Beachwood Lane off Hollingshed Road about six miles north of
I-20 in Richland County, South Carolina

to receiving waters named

Broad River

in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts I, II, and III hereof. This permit is issued in accordance with the provisions of the Pollution Control Act of South Carolina (S.C. Code Sections 48-1-10 *et seq.*, 1976) and with the provisions of the Federal Clean Water Act (PL 92-500), as amended, 33 U.S.C. 1251 *et seq.*, the "Act."

A handwritten signature in black ink, appearing to read "George M. Caughman", is written over a horizontal line.

George M. Caughman, P.E.
DIRECTOR, DIVISION OF DOMESTIC WASTEWATER
BUREAU OF WATER POLLUTION CONTROL

Issued: **MAR. 21 1989**

Expires: **APR. 30 1990**

Effective: **MAY 1 1989**

Permit No.: **SC0039055**

B. SCHEDULE OF COMPLIANCE

1. The permittee shall achieve compliance with the effluent limitations specified for discharges in accordance with the following schedule:

This facility has been identified through the 201/208 planning process for inclusion in a regional publicly owned treatment works. Upon notification by South Carolina Department of Health and Environmental Control that such publicly owned system is available as determined by South Carolina Department of Health and Environmental Control, the permittee will have ninety (90) days to connect to the regional system and cease discharging from this facility.

This treatment facility must be closed out in strict compliance with Regulation 61-82 of the 1976 South Carolina Code of Laws within one hundred eighty (180) days of connection to the regional publicly owned treatment works.

2. No later than 14 calendar days following a date identified in the above schedule of compliance, the permittee shall submit either a report of progress or, in the case of specific actions being required by identified dates, a written notice of compliance or noncompliance. In the latter case, the notice shall include the cause of noncompliance, any remedial actions taken, and the probability of meeting the next scheduled requirement.

Land Application Discharge Permit

This State Permit Certifies That

***Midland Utility, Inc.
Windy Hill Subdivision***

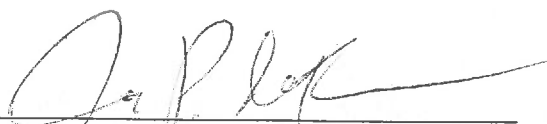
has been granted permission to discharge treated wastewater from a facility
located at

***Two Notch Road off of SC Highway #6 in
Lexington County***

to property located at

a spray field and/or tile field located behind the treatment plant

in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts I, II, III, IV and V hereof. This permit is issued in accordance with the provisions of the Pollution Control Act of South Carolina (S.C. Code Sections 48-1-10 et seq., 1976), Regulation 61-9 and with the provisions of the Federal Clean Water Act (PL 92-500), as amended, 33 U.S.C. 1251 et seq., the "Act."



**Jeffrey P. deBessonnet, P.E., Director
Water Facilities Permitting Division
Bureau of Water**

Issued: April 22, 2013

Expires¹: May 31, 2023

Effective: June 1, 2013

Permit No.: ND0067075

¹ This permit will continue to be in effect beyond the expiration date if a complete timely re-application is received pursuant to Regulation 61-9.505.6 and signed per Regulation 61-9.505.22

TABLE OF CONTENTS

PART I. Definitions	3
PART II. Standard Conditions.....	6
A. Duty to comply.....	6
B. Duty to reapply	6
C. Need to halt or reduce activity not a defense.....	6
D. Duty to mitigate.....	7
E. Proper operation and maintenance.....	7
F. Permit actions	8
G. Property rights.....	8
H. Duty to provide information	8
I. Inspection and entry	9
J. Monitoring and records	9
K. Signatory requirement	10
L. Reporting requirements	12
M. Bypass	16
N. Upset	17
O. Misrepresentation of Information.....	17
Part III. Limitations and Monitoring Requirements.....	18
A. Effluent Limitations and Monitoring Requirements.....	18
B. [Reserved].....	20
C. Groundwater Requirements	20
D. Sludge Disposal Requirements	21
E. [Reserved].....	21
F. [Reserved].....	21
Part IV. Schedule of Compliance	22
Part V. Other Requirements.....	23
A. Effluent Limitations and Monitoring Requirements.....	23
B. [Reserved].....	23
C. Other Groundwater and Land Application Requirements	23
D. Sludge Disposal Requirements	23
E. [Reserved].....	26
F. Pretreatment	26
G. Additional Operational Requirements.....	28
E. coli Supplemental Data Sheet	29

PART I. Definitions

Any term not defined in this Part has the definition stated in the South Carolina Pollution Control Act (PCA) or in "Water Pollution Control Permits", R.61-9 or its normal meaning.

- A. The "Act", or CWA shall refer to the Clean Water Act (Formerly referred to as the Federal Water Pollution Control Act) Public Law 92-500, as amended means the Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub. L. 92-500, as amended by Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483, and Pub. L. 97-117, 33 U.S.C. 1251 et seq. Specific references to sections within the CWA will be according to Pub. L. 92-500 notation.
- B. The "arithmetic mean" of any set of values is the summation of the individual values divided by the number of individual values.
- C. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.
- D. A "composite sample" shall be defined as one of the following four types:
 - 1. An influent or effluent portion collected continuously over a specified period of time at a rate proportional to the flow.
 - 2. A combination of not less than 8 influent or effluent grab samples collected at regular (equal) intervals over a specified period of time and composited by increasing the volume of each aliquot in proportion to flow. If continuous flow measurement is not used to composite in proportion to flow, the following method will be used: An instantaneous flow measurement should be taken each time a grab sample is collected. At the end of the sampling period, the instantaneous flow measurements should be summed to obtain a total flow. The instantaneous flow measurement can then be divided by the total flow to determine the percentage of each grab sample to be combined. These combined samples form the composite sample.
 - 3. A combination of not less than 8 influent or effluent grab samples of equal volume but at variable time intervals that are inversely proportional to the volume of the flow. In other words, the time interval between aliquots is reduced as the volume of flow increases.
 - 4. If the effluent flow varies by less than 15 percent, a combination of not less than 8 influent or effluent grab samples of constant (equal) volume collected at regular (equal) time intervals over a specified period of time. (This method maybe used with prior Department approval.)

All samples shall be properly preserved in accordance with Part II.J.4. Continuous flow or the sum of instantaneous flows measured and averaged for the specified compositing time period shall be used with composite results to calculate mass.

- E. "Daily discharge" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed

in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the day.

- F. "Daily maximum" is the highest average value recorded of samples collected on any single day during the calendar month.
- G. "Daily minimum" is the lowest average value recorded of samples collected on any single day during the calendar month.
- H. The "Department" or "DHEC" shall refer to the South Carolina Department of Health and Environmental Control.
- I. The "geometric mean" of any set of values is the N^{th} root of the product of the individual values where N is equal to the number of individual values. The geometric mean is equivalent to the antilog of the arithmetic mean of the logarithms of the individual values. For purposes of calculating the geometric mean, values of zero (0) shall be considered to be one (1).
- J. A "grab sample" is an individual, discrete or single influent or effluent portion of at least 100 milliliters collected at a time representative of the discharge and over a period not exceeding 15 minutes and retained separately for analysis.
- K. The "instantaneous maximum or minimum" is the highest or lowest value recorded of all samples collected during the calendar month.
- L. The "monthly average", other than for fecal coliform and enterococci, is the arithmetic mean of all samples collected in a calendar month period. The monthly average for fecal coliform and enterococci bacteria is the geometric mean of all samples collected in a calendar month period. The monthly average loading is the arithmetic average of all daily discharges made during the month.
- M. "POTW" means a treatment works as defined by section 212 of the Clean Water Act, which is owned by a state or municipality (as defined by section 502(4) of the CWA). This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature or a regional entity composed of two (2) or more municipalities or parts thereof. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW Treatment Plant. The term also means the municipality, as defined in section 502(4) of the CWA, which has jurisdiction over the Indirect Discharges to and the discharge from such a treatment works.
- N. "Practical Quantitation Limit (PQL)" is the concentration at which the entire analytical system must give a recognizable signal and acceptable calibration point. It is the concentration in a sample that is equivalent to the concentration of the lowest calibration standard analyzed by a specific analytical procedure, assuming that all the method-specific sample weights, volumes, and processing steps have been followed. It is also referred to as the reporting limit.
- O. "Privately owned treatment works" means any device or system which both is used to treat wastes from any facility whose operator is not the operator of the treatment works and is not a POTW.

- P. "Quarter" is defined as the first three calendar months beginning with the month that this permit becomes effective (unless otherwise specified in this permit) and each group of three calendar months thereafter.
- Q. "Quarterly average" is the arithmetic mean of all samples collected in a quarter.
- R. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- S. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- T. "Weekly average", is the arithmetic mean of all the samples collected during a one-week period. For self-monitoring purposes, weekly periods in a calendar month are defined as three (3) consecutive seven-day intervals starting with the first day of the calendar month and a fourth interval containing seven (7) days plus those days beyond the 28th day in a calendar month. The value to be reported is the single highest of the four (4) weekly averages computed during a calendar month. The weekly average loading is the arithmetic average of all daily discharges made during the week.

PART II. Standard Conditions

A. Duty to comply

The permittee must comply with all conditions of the permit. Any permit noncompliance constitutes a violation of the Clean Water Act and the Pollution Control Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application. The Department's approval of wastewater facility Plans and Specifications does not relieve the permittee of responsibility to meet permit limits.

1. a. The permittee shall comply with effluent standards or prohibitions established under section 307(a) of the Clean Water Act for toxic pollutants and with standards for sewage sludge use or disposal established under section 405(d) of the CWA within the time provided in the regulations that establish these standards or prohibitions or standards for sewage sludge use or disposal, even if the permit has not yet been modified to incorporate the requirement.
- b. It is the responsibility of the permittee to have a treatment facility that will meet the final effluent limitations of this permit. The approval of plans and specifications by the Department does not relieve the permittee of responsibility for compliance.
2. Failure to comply with permit conditions or the provisions of this permit may subject the permittee to civil penalties under S.C. Code Section 48-1-330 or criminal sanctions under S.C. Code Section 48-1-320. Sanctions for violations of the Federal Clean Water Act may be imposed in accordance with the provisions of 40 CFR Part 122.41(a)(2) and (3).
3. A person who violates any provision of this permit, a term, condition or schedule of compliance contained within a valid ND permit, or the State law is subject to the actions defined in the State law.

B. Duty to reapply

1. If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. Any POTW with a current effective permit shall submit a new application at least 180 days before the expiration date of the existing permit, unless permission for a later date has been granted by the Department. (The Department shall not grant permission for applications to be submitted later than the expiration date of the existing permit)
2. If a privately owned treatment works as defined in Part I.N, wishes to continue an activity regulated by this permit after the expiration date of this permit, the privately owned treatment works must apply for and obtain a new permit. A privately owned treatment works with a currently effective permit shall submit a new application 180 days before the existing permit expires, unless permission for a later date has been granted by the Department. The Department may not grant permission for applications to be submitted later than the expiration date of the existing permit.

C. Need to halt or reduce activity not a defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

D. Duty to mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

E. Proper operation and maintenance

1. The permittee shall at all times properly operate and maintain in good working order and operate as efficiently as possible all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes effective performance based on design facility removals, adequate funding, adequate operator staffing and training and also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.
2. Power Failures.

In order to maintain compliance with effluent limitations and prohibitions of this permit, the permittee shall either:
 - a. provide an alternative power source sufficient to operate the wastewater control facilities;
 - b. or have a plan of operation which will halt, reduce, or otherwise control production and/or all discharges upon the reduction, loss, or failure of the primary source of power to the wastewater control facilities.
3. The permittee shall develop and maintain at the facility a complete Operations and Maintenance Manual for the waste treatment facilities and/or land application system. The manual shall be made available for on-site review during normal working hours. The manual shall contain operation and maintenance instructions for all equipment and appurtenances associated with the waste treatment facilities and land application system. The manual shall contain a general description of: the treatment process(es), the operational procedures to meet the requirements of (E)(1) above, and the corrective action to be taken should operating difficulties be encountered.
4. The permittee shall provide for the performance of daily treatment facility inspections by a certified operator of the appropriate grade as specified in Part V. The inspections shall include, but should not necessarily be limited to, areas which require visual observation to determine efficient operation and for which immediate corrective measures can be taken using the O & M manual as a guide. All inspections shall be recorded and shall include the date, time, and name of the person making the inspection, corrective measures taken, and routine equipment maintenance, repair, or replacement performed. The permittee shall maintain all records of inspections at the permitted facility as required by the permit, and the records shall be made available for on-site review during normal working hours.
5. A roster of operators associated with the facility's operation and their certification grades shall be submitted to the DHEC/Bureau of Water/Water Pollution Control Division. For existing

facilities, this roster shall be submitted within thirty (30) days of the effective date of this permit. For new facilities, this roster must be submitted prior to placing the facility into operation. Additionally, any changes in operator or operators (including their certification grades) shall be submitted to the Department as they occur.

6. Wastewater Sewer Systems

- a. Purpose. This section establishes rules for governing the operation and maintenance of wastewater sewer systems, including gravity or pressure interceptor sewers. It is the purpose of this section to establish standards for the management of sewer systems to prevent and/or minimize system failures that would lead to public health or environmental impacts.
- b. Applicability. This section applies to all sewer systems that have been or would be subject to a DHEC construction permit under Regulation 61-67 and whose owner owns or operates the wastewater treatment system to which the sewer discharges.
- c. General requirements. The permittee must:
 - (1) Properly manage, operate, and maintain at all times all parts of its sewer system(s), to include maintaining contractual operation agreements to provide services, if appropriate;
 - (2) Provide adequate capacity to convey base flows and peak flows for all parts of the sewer system or, if capital improvements are necessary to meet this standard, develop a schedule of short and long term improvements;
 - (3) Take all reasonable steps to stop and mitigate the impact of releases of wastewater to the environment; and
 - (4) Notify the Department within 30 days of a proposed change in ownership of a sewer system.

F. Permit actions

This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

G. Property rights

This permit does not convey any property rights of any sort, or any exclusive privilege nor does it authorize any injury to persons or property or invasion of other private rights, or any infringement of State or local law or regulations.

H. Duty to provide information

The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the Department upon request, copies of records required to be kept by this permit.

I. Inspection and entry

The permittee shall allow the Department, or an authorized representative (including an authorized contractor acting as a representative of the Department), upon presentation of credentials and other documents as may be required by law, to:

1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act and Pollution Control Act, any substances or parameters at any location.

J. Monitoring and records

1. a. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

b. Flow Measurements

Where primary flow meters are required, appropriate flow measurement devices and methods consistent with accepted scientific practices shall be present and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated, and maintained to ensure that the accuracy of the measurements is consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of not greater than 10 percent from the true discharge rates throughout the range of expected discharge volumes. The primary flow device, where required, must be accessible to the use of a continuous flow recorder.

- c. The permittee shall maintain all records of inspections at the permitted facility as required by the permit, and the records shall be made available for on-site review during normal working hours.
2. Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by R.61-9.503 or R.61-9.504), the permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the sample, measurement, report or application. This period may be extended by request of the Department at any time.
3. Records of monitoring information shall include:
 - a. The date, exact place, and time of sampling or measurements;

- b. The individual(s) who performed the sampling or measurements;
 - c. The date(s) analyses were performed;
 - d. The individual(s) who performed the analyses;
 - e. The analytical techniques or methods used; and
 - f. The results of such analyses.
4. a. Analyses for required monitoring must be conducted according to test procedures approved under 40 CFR Part 136 or, in the case of sludge use or disposal specified in R.61-9.503, unless other test procedures have been specified in the permit
- b. Unless addressed elsewhere in this permit, the permittee shall use a sufficiently sensitive analytical method for each sample that achieves a value below the derived permit limit stated in Part III. If more than one method of analysis is approved for use, the Department recommends for reasonable potential determinations that the permittee use the method having the lowest practical quantitation limit (PQL) unless otherwise specified in Part V of the permit. For the purposes of reporting analytical data on the Discharge Monitoring Report (DMR):
- (1) Analytical results below the PQL from methods available in 40 CFR 136 or otherwise specified in the permit shall be reported as zero (0), provided the PQL is below the value specified in Part V.G.5 and the result is also below the PQL. Zero (0) shall also be used to average results which are below the PQL. When zero (0) is reported or used to average results, the permittee shall report, in the "Comment Section" or in an attachment to the DMR, the analytical method used, the PQL achieved, and the number of times results below the PQL were reported as zero (0).
 - (2) Analytical results above the PQL from methods available in 40 CFR 136 or otherwise specified in the permit shall be reported as the value achieved, even if the PQL is below the value specified in Part V.G.5. When averaging results using a value containing a < the average shall be calculated using the value and reported as < the average of all results collected.
 - (3) Mass values shall be calculated using the flow taken at the time of the sample and either the concentration value actually achieved or the value as determined from the procedures in (1) or (2) above, as appropriate.
5. The PCA provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$25,000 or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment provided by the Clean Water Act is also by imprisonment of not more than 4 years.

K. Signatory requirement

- 1. All applications, reports, or information submitted to the Department shall be signed and certified.
 - a. Applications. All permit applications shall be signed as follows:

- (1) For a corporation: by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:
- (a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or
 - (b) The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
- (3) For a municipality, State, Federal, or other public agency or public facility: By either a principal executive officer, mayor, or other duly authorized employee or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes:
- (a) The chief executive officer of the agency, or
 - (b) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrator, Region IV, EPA).
- b. All reports required by permits, and other information requested by the Department, shall be signed by a person described in Part II.K.1.a of this section, or by a duly authorized representative of that person. A person is a duly authorized representative only if:
- (1) The authorization is made in writing by a person described in Part II.K.1.a of this section;
 - (2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.) and,
 - (3) The written authorization is submitted to the Department.
- c. Changes to authorization. If an authorization under Part II.K.1.b of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Part II.K.1.b of this

section must be submitted to the Department prior to or together with any reports, information, or applications to be signed by an authorized representative.

- d. Certification. Any person signing a document under Part II.K.1.a or b of this section shall make the following certification: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
2. The PCA provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$25,000 per violation, or by imprisonment for not more than two years per violation, or by both.

L. Reporting requirements

1. Planned changes

The permittee shall give written notice to the Department as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

- a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in R 61-9.122.29(b); or
- b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under Part II.L.8 of this section.
- c. The alteration or addition results in a significant change in the permittee's sewage sludge or industrial sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan (included in the ND permit directly or by reference);

2. Anticipated noncompliance

The permittee shall give advance notice to DHEC/Bureau of Water/Water Pollution Control Division of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

3. Transfers

This permit is not transferable to any person except after notice to DHEC/Bureau of Water/NPDES Administration Section. The Department may require modification or revocation

and reissuance of the permit to change the name of permittee and incorporate such other requirements as may be necessary under the Pollution Control Act and the Clean Water Act. (See section 505.61; in some cases, modification or revocation and reissuance is mandatory.)

- a. Transfers by modification. Except as provided in paragraph b of this section, a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued (under R.61-9.505.62(e)(2)), or a minor modification made (under R.61-9.505.63(d)), to identify the new permittee and incorporate such other requirements as may be necessary under CWA.
- b. Other transfers. As an alternative to transfers under paragraph a of this section, any ND permit may be transferred to a new permittee if:
 - (1) The current permittee notifies the Department at least 30 days in advance of the proposed transfer date in Part II.L.3.b(2) of this section;
 - (2) The notice includes a written agreement between the existing and new permittees containing a specific date for transfer of permit responsibility, coverage, and liability between them; and
 - (3) Permits are non-transferable except with prior consent of the Department. A modification under this subparagraph may also be a minor modification under section 505.63.

4. Monitoring reports

- a. Monitoring results (with the exception of any Annual Reporting requirements under section 503.18, section 503.28, section 503.48 or section 504.18) must be reported on a Discharge Monitoring Report (DMR) or forms provided or specified by the Department for reporting results of monitoring of sludge use or disposal practices.

(1) Effluent Monitoring:

Effluent monitoring results obtained at the required frequency shall be reported on a Discharge Monitoring Report Form (EPA Form 3320-1). The DMR is due postmarked no later than the 28th day of the month following the end of the monitoring period. One original and one copy of the Discharge Monitoring Reports (DMRs) shall be submitted to:

S.C. Department of Health and Environmental Control
Bureau of Water/Water Pollution Control Division
Data & Records Management Section
2600 Bull Street
Columbia, South Carolina 29201

(2) Groundwater Monitoring:

Groundwater monitoring results obtained at the required frequency shall be reported on a Groundwater Monitoring Report Form (DHEC 2110) or the format the analyzing laboratory utilizes, postmarked no later than the 28th day of the month following the end of the monitoring period. One original and one copy of the Groundwater Monitoring Report Form (DHEC 2110) shall be submitted to:

S.C. Department of Health and Environmental Control
Bureau of Water/Water Pollution Control Division
Data & Records Management Section
2600 Bull Street
Columbia, South Carolina 29201

(3) Water Plant Sludge Monitoring:

Water plant sludge monitoring results obtained at the required frequency shall be reported in a laboratory format postmarked no later than the 28th day of the month following the end of the monitoring period. Two copies of these results shall be submitted to:

S.C. Department of Health and Environmental Control
Bureau of Water/Water Pollution Control Division
Data & Records Management Section
2600 Bull Street
Columbia, South Carolina 29201

(4) All other reports required by this permit shall be submitted at the frequency specified elsewhere in the permit to:

S.C. Department of Health and Environmental Control
Bureau of Water/Water Pollution Control Division
Data & Records Management Section
2600 Bull Street
Columbia, South Carolina 29201

- b. If the permittee monitors any pollutant more frequently than required by the permit using test procedures approved under 40 CFR Part 136 or, in the case of sludge use or disposal, approved under 40 CFR Part 136 unless otherwise specified in R.61-9.503, R.61-9.504, or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR or sludge reporting form specified by the Department.
- c. Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Department in the permit.

5. Twenty-four hour reporting

- a. The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally to local DHEC office within 24 hours from the time the permittee becomes aware of the circumstances. During normal working hours call:

County	EQC Region	Phone No.
Fairfield, Lexington, Newberry, Richland	Region 3 -Columbia EQC Office	803-896-0620

After-hour reporting should be made to the 24-Hour Emergency Response telephone number 803-253-6488 or 1-888-481-0125 outside of the Columbia area.

A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times; and, if the noncompliance has not been corrected, the anticipated time it is expected to continue and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

- b. The following shall be included as information which must be reported within 24 hours under this paragraph.

- (1) Any unanticipated bypass which exceeds any effluent limitation in the permit. (See R.61-9.505.41(L)(6)(ii)(A).
- (2) Any upset which exceeds any effluent limitation in the permit.
- (3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Department in the permit to be reported within 24 hours (See R 61-9.505.44(g)). If the permit contains maximum limitations for any of the pollutants listed below, a violation of the maximum limitations shall be reported orally to the DHEC/Bureau of Water/Water Pollution Control Division within 24 hours or the next business day.

(i) Total Residual Chlorine (TRC)

- c. The Department may waive the written report on a case-by-case basis for reports under Part II.L.5.b of this section if the oral report has been received within 24 hours.

6. Other noncompliance.

The permittee shall report all instances of noncompliance not reported under Part II.L.4 and 5 of this section and Part IV at the time monitoring reports are submitted. The reports shall contain the information listed in Part II.L.5 of this section.

7. Other information.

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.

8. Domestic treatment works

All permittees must provide adequate notice to the Department of the following:

- a. Any new introduction of pollutants into the wastewater treatment facility (WWTF) from an indirect discharger which would be subject to sections 301 or 306 of CWA if it were directly discharging those pollutants; and
- b. Any substantial change in the volume or character of pollutants being introduced into that WWTF by a source introducing pollutants into the WWTF at the time of issuance of the permit.
- c. For purposes of this paragraph, adequate notice shall include information on:

- (1) The quality and quantity of influent introduced into the WWTF, and
- (2) Any anticipated impact of the change on the quantity or quality of effluent to be discharged from the WWTF.

All POTWs must provide adequate notice to the Department of the following:

- (1) Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to sections 301 or 306 of CWA if it were directly discharging those pollutants; and
- (2) Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.
- (3) For purposes of this paragraph, adequate notice shall include information on:
 - (i) The quality and quantity of effluent introduced into the POTW, and
 - (ii) Any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.

M. Bypass

1. Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Part II.M.2 and 3 of this section.
2. Notice.
 - a. Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least ten days before the date of the bypass to DHEC/Bureau of Water/Water Facilities Permitting Division.
 - b. Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in Part II(L)(5) of this permit (24-hour reporting).
3. Prohibition of bypass
 - a. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent

a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

(3) The permittee submitted notices as required under Part II.M.2 of this section.

- b. The Department may approve an anticipated bypass, after considering its adverse effects, if the Department determines that it will meet the three conditions listed above in Part II.M.3.a of this section.

N. Upset

1. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of Part II.N.2 of this section are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
2. Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - a. An upset occurred and that the permittee can identify the cause(s) of the upset;
 - b. The permitted facility was at the time being properly operated; and
 - c. The permittee submitted notice of the upset as required in Part II.L.5.b(2) of this section.
 - d. The permittee complied with any remedial measures required under Part II.D of this section.
3. Burden of proof. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

O. Misrepresentation of Information

1. Any person making application for a ND permit or filing any record, report, or other document pursuant to a regulation of the Department, shall certify that all information contained in such document is true. All application facts certified to by the applicant shall be considered valid conditions of the permit issued pursuant to the application.
2. Any person who knowingly makes any false statement, representation, or certification in any application, record, report, or other documents filed with the Department pursuant to the State law, and the rules and regulations pursuant to that law, shall be deemed to have violated a permit condition and shall be subject to the penalties provided for pursuant to 48-1-320 or 48-1-330.

Part III. Limitations and Monitoring Requirements

A. Effluent Limitations and Monitoring Requirements

- During the period beginning on the effective date of this permit and lasting through the expiration date, the permittee is authorized to land apply effluent and is identified as outfall serial 001. Such discharge shall be limited and monitored by the permittee as specified below:

EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS					MONITORING REQUIREMENTS		
	Pounds per Day		Other Units			Measurement Frequency	Sample Type	Sample Point
	Monthly Average	Weekly Average	Monthly Average	Weekly Average	Daily Maximum			
Flow	---	---	0.042 MGD	0.042 MGD	---	1/Month	Instantaneous*	Effluent
Biochemical Oxygen Demand - 5 Day (BOD ₅)	11	17	30 mg/l	45 mg/l	---	1/Month	24 Hour Composite	Effluent
Total Suspended Solids (TSS)	32	48	90 mg/l	135 mg/l	---	1/Month	24 Hour Composite	Effluent
Nitrate (N)	---	---	MR mg/l	MR mg/l	---	1/Month	24 Hour Composite	Effluent
Dissolved Oxygen (DO)	---	---	2.0 mg/l Minimum at all times			Daily	Grab	Effluent
pH	---	---	6.0 - 8.5 Standard Units			Daily	Grab	Effluent

* The flow to be reported shall either be the average of the eight instantaneous readings or the continuous measurement used in obtaining composite samples as required by Part III.A.

2. **FINAL LIMITS:** During the period beginning on the effective date of this permit, and lasting until the expiration date, the permittee is authorized to discharge from outfall serial number 001. Such discharge shall be limited and monitored by the permittee as specified below:

If the E. coli daily maximum (as defined by R.61-68.B.29) during a calendar month reporting period is less than or equal to 349 MPN/100 ml OR the provisions of R.61-68.E.14(c)(12), included as "E.coli Supplemental Data Sheet" at the end of Part V of this permit, were NOT met, then the following limits apply:

EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS		
	Monthly Average	Daily Maximum	Measurement Frequency	Sample Type	Sample Point
E. coli (MPN/100ml)	126	349	1/month	Grab	Effluent

Otherwise report "Conditional Monitoring-Not Required" on this portion 2 of the Discharge Monitoring Report (DMR) form, and report all E. coli data for this monitoring period in 3 below.

3. **FINAL LIMITS:** During the period beginning on the effective date of this permit, and lasting until the expiration date, the permittee is authorized to discharge from outfall serial number 001. Such discharge shall be limited and monitored by the permittee as specified below:

If the E. coli daily maximum (as defined by R.61-68.B.29) during a calendar month reporting period is greater than 349 MPN/100 ml AND the provisions of R.61-68.E.14(c)(12), included as "E.coli Supplemental Data Sheet" at the end of Part V of this permit, WERE met, then the following limits apply:

EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS		
	Monthly Average	Individual Sample Maximum	Measurement Frequency	Sample Type	Sample Point
E. coli (MPN/100ml)	126	800*	1/month	Grab	Effluent

* For this reporting period only.

Otherwise report "Conditional Monitoring-Not Required" on this portion 3 of the Discharge Monitoring Report (DMR) form, and report all E. coli data for this monitoring period in 2 above. In addition, if data is reported in item 3 the "E. coli Supplemental Data Sheet" contained in Part V of this permit, must be attached to the Discharge Monitoring Report (DMR) signed by the authorized DMR representative, documenting compliance with the provisions of R.61-68.E.14(c)(12). If this attachment is not included, the permittee may not use this portion 3 for reporting E. coli data.

Note for 2 and 3 above: Sample results reported should include all data collected for this monitoring period including any additional E. coli samples that might be collected under the provisions of R.61-68.E.14(c)(12).

B. [Reserved]

C. Groundwater Requirements

1. Groundwater Monitoring Requirements

- a. Each of the 3 groundwater monitoring wells shall be sampled by the permittee as specified below:

Parameter	Measurement Frequency	Sample Method
Ammonia (NH ₃)	Semi-annually	Pump or Bailer Method
Nitrate (N)	Semi-annually	Pump or Bailer Method
pH (field)	Semi-annually	Pump or Bailer Method
TDS	Semi-annually	Pump or Bailer Method
Specific Conductance (field)	Semi-annually	Pump or Bailer Method
Depth to Groundwater (Report within 0.01 foot)	Semi-annually	Tape
Groundwater Elevation (Report within 0.01 foot above mean sea level)	Semi-annually	Tape

- b. For purposes of Groundwater Monitoring, the following measurement frequency table shall be utilized:

Measurement Frequency	Sampling Period	Reporting Deadline
Quarterly	January 1 st – March 31 st	April 28 th
	April 1 st – June 30 th	July 28 th
	July 1 st – September 30 th	October 28 th
	October 1 st – December 31 st	January 28 th
Semi-Annually	January 1 st – June 30 th	July 28 th
	July 1 st – December 31 st	January 28 th
Annually	January 1 st – December 31 st	January 28 th

- c. Sample collection methods shall be in accordance with EPA publication SESDPROC301-R2, dated October 28, 2011.
- d. All groundwater monitoring wells must be properly maintained at all times and are to yield a representative sample of the aquifer. If the groundwater elevation drops to a level that prevents the acquisition of a sample for two consecutive sampling periods, then this well shall be considered "rendered unusable" in accordance with Regulation 61-71. Any monitoring well which is destroyed, rendered unusable, or abandoned, shall be reported to the Department and shall be properly abandoned (decommissioned), rehabilitated, or replaced. The permittee shall rehabilitate or or replace the unusable well/dry well within six months after recording the second unsuccessful sampling event.
- e. If a deleterious impact to the groundwaters of the State from the permitted use or disposal practices is documented, through groundwater monitoring levels exceeding the standards set forth in R.61-68 or a significant adverse trend occurs, then it will be the obligation of the permittee as directed by the Department to conduct an investigation to determine the vertical and horizontal extent of groundwater impact. The Department may require

remediation of the groundwater to within acceptable levels for groundwater as set forth in R.61-68."

D. Sludge Disposal Requirements

E. [Reserved]

F. [Reserved]

Part IV. Schedule of Compliance

A. Schedule(s)

1. Within 120 days of the Effective Date of this permit, pursuant to Regulation 61-9.505.21(f)(17), the permittee shall submit to the Department either:
 - a. Proof of ownership (fee simple title) of the land application site used for treated effluent disposal; or
 - b. A contract, lease or other legally binding agreement substituted for the proof of ownership provided that:
 - i. The contract, lease or agreement shall be for a period of at least 30 years with an automatic right of renewal for an additional 30 years. Cancellation wording may be included if all parties agree and obtain prior Departmental approval of any cancellation of the agreement; and
 - ii. The contract, lease or agreement shall clearly identify that the use of the land application site is, for effluent application and may take precedence over other uses unless there is a permitted secondary year-round disposal option; and
 - iii. The contract, lease or agreement shall specify the quantity of effluent to be applied on a daily or weekly basis; and
 - iv. The contract, lease or agreement shall be binding on all heirs, assignees and successors.
2. Within 45 days of the Effective Date of this permit, the permittee shall submit to the Department:
 - a. An up-to-date site map(s) with labeling that illustrate the components of the wastewater treatment plant (such as basins, tanks, piping, sludge treatment, etc.), groundwater monitoring wells, streams and other water bodies, property boundary lines, and any on-site production wells.
 - b. The ground level elevation and the top of the casing elevation of each groundwater monitoring well measured to within 0.01 foot above mean sea level.
 - c. A monitoring well application (including the proposed location on a scaled map, plan along with the proposed construction details) for the additional new monitoring well.
 - d. A monitoring well abandonment plan for the existing unusable well, if present.
3. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each scheduled date.

Part V. Other Requirements

A. Effluent Limitations and Monitoring Requirements

1. There shall be no discharge of floating solids or visible foam in other than trace amounts, nor shall the effluent cause a visible sheen on the land application site.
2. a. Effluent samples taken in compliance with the monitoring requirements specified in Part III, shall be taken at the following location(s): nearest accessible point after final treatment but prior to actual discharge to the land application site.

b. Influent samples taken in compliance with the monitoring requirements specified in Part III, shall be taken at the following location(s): nearest accessible point prior to any primary treatment unit (e.g. after the bar screen and before primary treatment).
3. Samples shall be collected in accordance with Part I.
4. MR = Monitor and Report only.
5. There shall be no ponding on the land disposal site, and the site must be properly maintained.
6. The land disposal site must be operated to prevent runoff.
7. The treated wastewater is to be spray irrigated onto the acre spray field at an application rate not exceeding inch/week.

B. [Reserved]

C. Other Groundwater and Land Application Requirements

D. Sludge Disposal Requirements

1. Sludge Use and Disposal
 - a. The permittee shall comply with effluent standards and/or prohibitions established under Section 307(a) of the Clean Water Act (CWA) for toxic pollutants, standards for sludge use and disposal established in 40 CFR Parts 122, 123, 258, 501 and 503, under Section 405(d) of the CWA, and R.61-9.503 State Domestic Sludge Regulations, within the time provided in the regulations that establish these prohibitions or standards for sludge use or disposal, even if the ND permit has not yet been modified to incorporate the requirement.
 - b. The Permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.
 - c. This permit may be modified to address any standard for sludge use or disposal promulgated under Section 405(d) and Section 503 of the Clean Water Act and R.61-9.503 State Domestic Sludge Regulations or additional controls of a pollutant or practice not currently limited in this permit.

d. It must be noted that 40 CFR Part 503 Standards for the Use or Disposal of Sewage Sludge, Federal Register Volume 58, No. 32, pages 9248 through 9415, dated February 19, 1993, was effective March 22, 1993, and R.61-9.503 State Domestic Sludge Regulations was effective June 28, 1996 and continues in effect. The compliance with the Federal sludge regulations is directly enforceable as identified in 40 CFR Part 503.3. No person shall use or dispose of sewage sludge through any practice for which requirements are established except in accordance with 40 CFR Part 503. Any sludge disposal permits issued by the Department will remain in effect and all conditions and requirements will apply; however, this does not relieve the permittee from complying with the conditions of 40 CFR Part 503 or State Regulation 61-9.503.

1. Compliance with the standards (40 CFR Part 503 and R.61-9.503) should have been achieved by February 19, 1994, and this condition continues to be in effect.
2. When compliance with the standard required construction of new pollution control facilities, compliance with the standards (40 CFR Part 503 and R.61-9.503) should have been achieved by February 19, 1995, and this condition continues to be in effect.
3. All other requirements for the frequency of monitoring, record keeping, and reporting identified in 40 CFR Part 503 or R.61-9.503, was effective on July 20, 1993 and continue to be in effect.
4. Class I sludge management facilities (includes but is not limited to all facilities with pretreatment programs, Publicly Owned Treatment Works (POTW) with a design flow rate equal to or greater than 1 Million gallons per day, and POTW's that serve 10,000 people or more) shall submit the following to EPA Region IV (USEPA Region IV, Clean Water Act Enforcement Section, Water Management Division, 61 Forsyth Street SW, Atlanta, GA 30303) with a duplicate copy to the Department:
 - a. The information in 40 CFR Part 503.17(a) except the information in §503.17(a)(3)(ii), 503.17(a)(4)(ii) and 503.17(a)(5)(ii), for the appropriate requirements on February 19 of each year.
 - b. The information in 40 CFR Part 503.17(a)(5)(ii)(A) through (a)(5)(ii)(G) on February 19 of each year when ninety (90) percent or more of any of the cumulative pollutant loading rates in Table 2 of §503.13 is reached at a site.

The requirements to send information to EPA Region IV will remain in effect until the State of South Carolina is delegated the sludge program under 40 CFR Part 123 or 40 CFR Part 501. The permittee is also required to send a copy of the information to the Department under the requirements of R.61-9.503.

- e. Until such time as a specific federal sludge disposal permit is issued under the provisions of 40 CFR Part 503, the direct enforceability (§503.3(b)) of the sludge standards requires that the permittee shall not use or dispose of sewage sludge through any practice for which requirements are established in 40 CFR Part 503, except in accordance with those requirements. If the Department includes State sludge permit requirements under R.61-9.503, the conditions of that permit shall apply in addition to any requirements under 40 CFR Part 503.

- f. 1. The permittee must obtain prior Departmental approval of planned changes in the facility when the alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use of disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
2. The sludge disposal permit may be modified or revoked and reissued if there are material and substantial alterations or additions to the permitted facility or activity (including a change or changes in the permittee's sludge use or disposal practice) which occurred after the permit issuance which justify the application of permit conditions which are different from or absent in the existing permit.
- g. The sludge disposal permit may be terminated if there is a change in any condition that requires either a temporary or permanent reduction or elimination of any discharge or sludge use or disposal practice controlled by the permit.
- h. Periodic inspections will be conducted by Department authorized representatives to ensure compliance with State regulations and permit stipulations. Any necessary modification to this permit may be based upon these evaluations.
- i. Records of monitoring required by the permits related to sludge use and disposal activities must be kept at least five (5) years (or longer as required by 40 CFR Part 503 or R.61-9.503).
- j. Sludge monitoring procedures shall be those specified in 1) R.61-9.503; 2) 40 CFR Part 503; 3) 40 CFR Part 136; or 4) other procedures specified in the sludge permit (in that order of "preference" depending on the availability and applicability of a particular method at the time the sludge permit is issued).
- k. The permittee must provide sludge monitoring results on a form(s) approved by the Department.
- l. The permittee shall submit the results of all sludge monitoring if done more frequently than required by the sludge permit. The permittee may be required to maintain specific records at the facility and on request may also be required to furnish them to the Department.
- m. The permittee should note that under 40 CFR 122.44(f), the "anti-backsliding" provision applies only to surface water dischargers. The "anti-backsliding" provision does not apply to sludge use and disposal activities.

2. Odor Control Requirements

The permittee shall use best management practices normally associated with the proper operation and maintenance of a sludge wastewater treatment site, any sludge storage or lagoon areas, transportation of sludges, and all individual activities permitted under R.61-9.503 to ensure that an undesirable level of odor does not exist.

- a. The permittee is required to prepare an odor abatement plan for the sewage sludge treatment sites, any sludge storage or lagoon areas, and land application or surface disposal sites. It must be noted this state regulation that went into effect on June 27, 2003, and continues in effect, required permittees that land-apply sludge to prepare the plan by December 24, 2003. Otherwise, the permittee had until June 27, 2004 to prepare the plan

and this requirement remains in effect. The plan must have included the following topics:

- (1) Operation and maintenance practices which are used to eliminate or minimize undesirable odor levels in the form of best management practices for odor control.
 - (2) Use of treatment processes for the reduction of undesirable odors;
 - (3) Use of setbacks.
 - (4) Contingency plans and methods to address odor problems for the different type of disposal/application methods used.
- b. Unless otherwise requested, prior to issuance of a new or expanded land application disposal permit (either NPDES or ND), the Department may review the odor abatement plan for compliance with this Part (503.50). The Department may require changes to the plan as appropriate.
- c. No permittee may cause, allow, or permit emission into the ambient air of any substance or combinations of substances in quantities that an undesirable level of odor is determined to result unless preventative measures of the type set out below are taken to abate or control the emission to the satisfaction of the Department. When an odor problem comes to the attention of the Department through field surveillance or specific complaints, the Department may determine, in accordance with section 48-1-120 of the Pollution Control Act, if the odor is at an undesirable level by considering the character and degree of injury or interference to:
- (1) The health or welfare of the people;
 - (2) Plant, animal, freshwater aquatic, or marine life;
 - (3) Property; or
 - (4) Enjoyment of life or use of affected property.
- d. After determining that an undesirable level of odor exists, the Department may require:
- (1) the permittee to submit a corrective action plan to address the odor problem,
 - (2) remediation of the undesirable level of odor within a reasonable timeframe, and
 - (3) in an order, specific methods to address the problem.
- e. In accordance with R.61-9.503.50(e), if the permittee fails to control or abate the odor problems addressed in this section within the specified timeframe, the Department may revoke disposal/application activities associated with the site or the specific aspect of the sludge management program.

E. [Reserved]

F. Pretreatment

1. Pretreatment Regulations and Program Requirements

- a. All industrial users which discharge wastewater into the Permittee's system are required to comply with pretreatment provisions of the Act, as set forth in the General Pretreatment Regulations, 40 CFR Part 403, promulgated thereunder, the approved State Pretreatment Program (R.61-9.403), and the permittee's approved pretreatment program.

- b. This permit shall be modified, or alternatively revoked and reissued, to incorporate an approved POTW Pretreatment Program.
- c. Any application for authority to revise categorical pretreatment Standards to reflect POTW removal of pollutants in accordance with the requirements of 40 CFR 403.7 must be submitted to the Department at the time of application for POTW pretreatment program approval or at the time of permit expiration and reissuance thereafter.

2. Prohibited Discharges

In accordance with 24 S.C. Reg. Ann. § 61-9.403, the Permittee shall prohibit in its sewer use ordinance and pretreatment program regulations (if a pretreatment program is approved by the Department) the discharge of pollutant(s) into its treatment works by any non-domestic source(s), if such pollutant(s) may inhibit or interfere with the operation or performance of the works. Further, the Permittee shall prohibit in its sewer use ordinance and pretreatment program regulations (if a pretreatment program is approved by the Department) the introduction of the following pollutants into its treatment works:

- a. Pollutant(s) which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.
- b. Pollutant(s) which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such discharges.
- c. Solid or viscous pollutant(s) in amounts which will cause obstruction to the flow in the POTW resulting in interference.
- d. Any pollutant, including oxygen demanding pollutants, (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW.
- e. Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40°C (104°F) unless the Department, upon request of the POTW, approves alternate temperature limits.
- f. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.
- g. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
- h. Any trucked or hauled pollutants, except at discharge points designated by the POTW.

Upon development of specific limits for these pollutant categories, either in an approved POTW Pretreatment Program or otherwise, such limits shall be deemed prohibitions for the purpose of Section 307(d) of the Act and shall be enforceable in lieu of the general prohibitions set forth above.

G. Additional Operational Requirements

1. The wastewater treatment plant is assigned a classification of Group II-B (Biological) in the Permit to Construct which is issued by the Department. This classification corresponds to an operator with a grade of C.
2. The wastewater treatment plant is assigned a Reliability Classification of Class III, in accordance with Section 67.400 "Reliability Classifications" of the Standards for Wastewater Facility Construction: R.61-67.
3. For parameters with a sample frequency of once per month or greater, the Permittee shall monitor (at least one sample) consistent with conditions established by this Permit on the second (2nd) Tuesday of every calendar month, unless otherwise approved by the Department. (For example; with a once per week (01/07) sampling frequency, the permittee shall monitor one weekly sample on the day of the week noted during the monthly DMR reporting period.)

For parameters with a sampling frequency of less than once per month (if any), the permittee shall monitor these parameters on specific date noted above on any of the months during the appropriate reporting period unless otherwise approved by the Department. (For example, with a once per quarter (1/90) sampling frequency, the permittee may monitor on the day of the week noted in either the first, second or third month in the quarterly reporting period.)

For parameters requiring multiple samples for a single test the Permittee may collect the samples on any date during the reporting period, unless otherwise approved by the Department. The permittee must notify the Department of the planned sampling dates upon request.

In accordance with R.61-9.505.41(j)(1)(iii), the Department may waive compliance with the permit requirement for a specific sampling event for extenuating circumstances. Additional monitoring, as necessary to meet the frequency requirements of this Permit (Part III.A., III.B., and III.C., if applicable) shall be performed by the Permittee.

4. For the parameters listed that are not quantifiable using EPA-approved analytical methods, the practical quantitation limit (PQL) using the analytical method stated below shall be considered as being in compliance with the limit provided. In cases where the limit is not quantifiable using EPA approved analytical methods, appropriate biological monitoring requirements are incorporated into the permit.

For purposes of reporting, the Permittee shall use the reporting threshold equivalent to the PQL listed below and conduct analyses in accordance with the method specified below:

Parameter	Analytical Method	PQL
Nitrate – Nitrite as N	353.2 or 353.3	0.020 mg/l

The Permittee can however use another analytical method (40 CFR Part 136 approved) from a SCDHEC certified laboratory with a PQL equal to or lower than the PQL listed above. If the permittee is using a PQL below the PQL listed above, then for purposes of reporting, the lower PQL shall be used in accordance with Part II.J.4.b.

E. coli Supplemental Data Sheet

1. Report data and sample time for daily maximum E. coli value greater than 349 MPN/100 ml.

(Note: This result must not be reported as a "greater than (>)" value.)

Sample #1 date: _____
(mm/dd/yyyy)

Sample #1 time: _____
(24 Hr. Format)

Sample #1 result: _____ MPN/100ml

2. Two additional E. coli samples collected within 48 hours of the original sample result that exceeded 349 MPN/100.

(Note: This result must not be reported as a "greater than (>)" value.)

Sample #1 date: _____
(mm/dd/yyyy)

Sample #2 date: _____
(mm/dd/yyyy)

Sample #1 time: _____
(24 Hr. Format)

Sample #2 time: _____
(24 Hr. Format)

Sample #1 result: _____ MPN/100ml

Sample #2 result: _____ MPN/100ml

I certify that each of the two additional sample results in item #2, do not exceed 349 MPN/100 ml.

☐ Yes.

☐ No. This is not true.*

3. Report the total number of E. coli samples collected in the previous twelve months: _____

(If requested, this data must be provided to the Department to verify this information)

4. A. Is the number from item #3 above is 120 samples (or more) collected in the previous twelve (12) months?

☐ Yes. I certify this to be true and also certify that no more than four (4) individual bacterial samples exceeded the daily maximum limit of 349 MPN/100 ml in the previous twelve (12) months and those values were:

Sample Number	Sample Date (mm/dd/yyyy)	Sample Value (MPN/100 ml)
1.		
2.		
3.		
4.		

- B. If the number from item #3 above is less than 120 samples collected in the previous twelve (12) months:

☐ Yes. I Certify that no more than one (1) bacterial sample exceeded the daily maximum limit of 349 MPN/100 ml in the previous twelve (12) months, and that value is:

Sample date: _____
(mm/dd/yyyy)

Sample result: _____ MPN/100ml

C. ☐ Either (A) or (B) above is not true*.

5. Certify that the disinfection equipment and solids handling system was fully functional during this reporting period.

☐ Yes. I certify this to be true.

☐ No. This is not true*.

6. Certify that neither an existing Consent Order nor Administrative Order is associated with the facility's operation of this disinfection system.

☐ Yes. I certify this to be true.

☐ No. This is not true*.

7. Certify that all laboratory data included with this report is sufficiently sensitive to accurately represent the effluent bacteria concentrations. No values were reported as ">" greater than.

☐ Yes. I certify this to be true.

☐ No. This is not true*.

* If you check any of the starred boxes above, you cannot use this form.

Name: _____

Signature: _____

Date: _____

Note: The E. coli supplemental data sheets are required only in the event the permittee reports E. coli data under Part III.A.3.

